

AUBURN UNIVERSITY
STATE GOVERNMENT CONTRACT ADDENDUM - SOFTWARE

As an instrumentality of the State of Alabama, Auburn University (the "University") is required by statute, regulation, and policy to address a number of common contractual issues. The following terms and conditions (the "Government Addendum") are incorporated into and form a part of the agreement to which they are attached (the "Agreement"). If there is a conflict between the terms and conditions of the Government Addendum and the Agreement, this Government Addendum shall control.

Supplier means _____

Governing Law and Dispute Resolution. **Governing Law and Dispute Resolution.** All references to governing law, jurisdiction, or venue are removed in their entirety. University shall not be subject to arbitration or other binding alternative dispute resolution.

Indemnification. University shall not indemnify, defend, or hold harmless the Supplier, its employees, agents, subcontractors, third-party beneficiaries, or any other party to the Agreement.

Amendments. Amendments to the Agreement shall only be effective when signed by all parties.

Term. The term of the Agreement, together with any renewals, shall not exceed a total of five (5) years. If the Agreement is executed subject to a sole source justification under Alabama law, the remaining term of the Agreement will terminate without penalty to University in the event a sole source justification cannot be renewed annually.

Lien Rights. Property in which University has an ownership interest shall not be subject to lien, forfeiture, or levy rights. Supplier shall not be granted rights to self-help or entry on University property.

Payment Terms. Orders are not subject to prepayment, deposits, or credit card fees and payments are due net thirty (30) days' receipt of invoice after delivery or performance. University shall not be subject to late payment, interest, or penalties, except where required by the Alabama Prompt Payment Act. University shall only be responsible for taxes where required by law.

Confidential Information. University's requirement to keep information confidential applies only to the extent permitted by Alabama law. Limitations of liability for the unauthorized disclosure of confidential information, including credit card information, personally identifiable information, educational records, or health records shall not apply. The Supplier acknowledges that it may create, receive from or on behalf of University, or have access to, records or record systems that may contain personally identifiable information, or other sensitive information that is confidential by reason of the Family and Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, or other applicable privacy laws or University policies ("the Confidential Records".) Supplier represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which [Vendor] protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of the Agreement.

Use of Marks. University grants no right for use of its trademarks through the Agreement.

Insurance. University, in its sole and absolute discretion, retains the right to purchase and maintain insurance or self-insurance of the kinds and limits it deems necessary. University shall not extend additional insured or loss payee status, or grant waivers of subrogation. Any insurance obligation imposed by the Supplier on the University is removed in its entirety.

Supplier Acceptance:

Signed: _____

Name: _____

Title: _____

Date: _____