



## MASTER SERVICES AGREEMENT

SIDEARM Sports, LLC | 109 S. Warren Street, Suite 600 | Syracuse, NY 13202

Effective Date September 1, 2024

Client Name: Miami University Athletics Client

Address: 230 Millett Hall, Oxford, OH 45056 Client

Contact Name: Lindsay Sparks Phone: 513-529-0402

Client Contact Title: Assistant AD, Chief Athletic Marketing & Communications Officer Email: sparkslg@miamioh.edu

This Master Services Agreement together with each applicable exhibit (each an "Exhibit") (collectively, the "Agreement") which is hereby incorporated, collectively comprises the Agreement made by and between SIDEARM Sports, LLC ("SIDEARM") and Miami University Athletics ("Client"), where SIDEARM and Client are each (a "Party") and together (the "Parties").

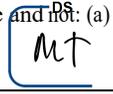
NOW, THEREFORE, in consideration of the Parties' mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **SERVICE FEES AND COMPENSATION.** In consideration for the services provided by SIDEARM to Client, the Parties agree to the financial terms shown on each Exhibit.
2. **TERM.** This Agreement shall commence on the Effective Date shown above and shall continue in effect for the term specified in each Exhibit. This Agreement shall remain in effect until all Exhibits to this Agreement have expired or been terminated as provided for therein.
3. **SERVICES.** The service to be provided by SIDEARM under this Agreement shall consist of the setup and operation of an online service platform and mobile applications with related functionality as further described in each Exhibit as well as aggregation of certain Client Content in order to further exposure to Client's official athletics website (the "Service"). Nothing in this Agreement will be deemed to prohibit or limit SIDEARM's right to perform similar services for any other party during or after the term of this Agreement.
4. **CLIENT RESPONSIBILITIES.** Client shall be responsible for all content and information of any type or form, which is provided by Client or otherwise made available by Client (the "Content"). Client shall allow for display of a "powered by" SIDEARM logo(s) and a link to SIDEARM's website, privacy policy and terms of use at the bottom of each page on the Client service. Client agree that the Service will be provided in accordance with SIDEARM's privacy policy and terms of use (as each may be updated from time to time during the term of this Agreement). Client agrees to work in good faith with SIDEARM to accomplish the objectives of the Agreement, including, providing prompt feedback and input when requested on any setup or implementation related services or other activities requiring input from Client and providing assistance as may be reasonably necessary for SIDEARM to efficiently deliver the Service to Client.
5. **GRANT OF LICENSE.** For the Term of this Agreement, SIDEARM hereby grants Client the non-exclusive right and license to utilize the Service only as specifically and explicitly authorized by this Agreement. Client agrees that SIDEARM shall be the exclusive provider of Client's official athletics website and any official athletics mobile application for the Term of this Agreement.
6. **INDEPENDENT CONTRACTOR.** SIDEARM is an independent contractor of Client. Accordingly, neither Party shall, nor shall any officer, director, employee, servant, agent or independent contractor of either Party (i) be deemed an employee of the other Party, (ii) commit the other Party to any obligation, or (iii) hold itself, himself, or herself out as an employee of the other Party or a Person with the authority to commit the other Party to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including, without limitation, partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
7. **COMPLIANCE WITH LAW.** Both Client and SIDEARM shall comply with all applicable federal, state, and local laws in connection with their respective performance under this Agreement.
8. **DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS.** Any Content provided to SIDEARM by Client under this Agreement shall at all times remain the property of Client. SIDEARM shall have no rights in such Content, other than the limited right to use therefore for the purposes expressly set forth in this Agreement. Client shall also retain ownership of any domain names related to Client's website. Client understands and agrees that SIDEARM shall utilize its (and/or its affiliates') proprietary intellectual property in the development and delivery of the Service provided for herein. Accordingly, SIDEARM shall be the owner of the Service and any and all intellectual property rights therein contained (including but not limited to all patents, trademarks, know how, and business models), and, in further consideration for the rights granted herein to Client, Client hereby assigns to

SIDEARM any and all rights, title and interest, including, without limitation, patents, copyrights, trade secrets and proprietary rights, in and to the materials created or developed by SIDEARM hereunder and required to be delivered to Client in connection with the Service (the "Deliverables"). The Deliverables shall not be deemed to be "works made for hire" under the U.S. (or any other jurisdiction's) copyright laws. Client agrees to give SIDEARM reasonable assistance to perfect such assignment of such rights, title and interest. Client will not and will not allow others to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any SIDEARM Service or Deliverable, except to the extent allowed under any applicable law.

9. LIMITED SERVICE WARRANTY. SIDEARM warrants that the Service will operate according to any specifications which may be provided or published by SIDEARM. If it is determined that the Service does not operate according to such specifications, SIDEARM's only responsibility will be to use its commercially reasonable efforts, consistent with industry standards, to cure the defect. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE MADE BY SIDEARM.
10. INFRINGEMENT. SIDEARM warrants and represents that the Service and the Deliverables do not, and Client warrants that the Content does not, infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. To the extent permitted by applicable law, each Party will indemnify, defend and hold the other Party harmless from and against all third-party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which the indemnified party may suffer or incur arising from any claim or action alleging that the Service, Deliverables, or Content (as applicable) infringe any U.S. copyright, trade secret, patent, or other proprietary or intellectual property right. The indemnifying party shall, upon the indemnified party's demand, promptly and diligently, defend at its own risk and expense, all such claims for which the indemnifying party is responsible under this Section, and further to the indemnifying party's indemnification obligations, the indemnifying party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. The indemnified party shall cooperate with the indemnifying party in such defense and may have counsel of its own choosing and its own expense, provided that the indemnified party may not enter into any settlement without the indemnifying party's prior written approval. In the event of any third-party claim against Client in respect of the Service or the Deliverables, SIDEARM, at its option, may (i) obtain the right to use the Deliverables without obligation on the part of Client to the owner of the allegedly infringed intellectual property, (ii) modify the Service and/or Deliverables, without materially diminishing the functionality or performance, thereof, to become non-infringing or (iii) discontinue the use of infringing Service or Deliverables.
11. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR GOODWILL OR FOR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF A REPRESENTATIVE OF THE PARTY ALLEGEDLY LIABLE WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITH THE SOLE EXCEPTION OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 HEREIN, AND CLIENT'S OBLIGATIONS IN SECTION 13, IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER ALONE OR IN THE AGGREGATE WITH OTHER CLAIMS) EXCEED THE TOTAL AMOUNT SIDEARM HAS RECEIVED UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE IMPOSITION OF SUCH LIABILITY. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FINDS IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
12. ASSIGNMENT; AMENDMENT; WAIVER; SUBCONTRACTING. (a) Neither Party may assign this Agreement nor any of its rights and obligations under this Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, the public offering of a Party, a sale of a controlling interest in a Party, or a sale of substantially all the assets of a Party shall not constitute an assignment for purposes of this Section. (b) This Agreement and the rights and obligations hereunder may not be in whole or part (i) amended, (ii) waived, or (iii) subcontracted, without the prior written consent of the Party against whom enforcement of such action is sought. Any purported modification without such prior written consent shall be null and void. The failure of a Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
13. TAXES. As between Client and SIDEARM, Client shall be solely responsible for determining and remitting on a timely basis all taxes that are required by law to be determined, collected and remitted to the applicable taxing authorities with respect to the collection of revenue from Client's customers (collectively "Taxes"). Client shall be solely responsible for filing returns and remitting Taxes to the applicable taxing authorities solely about the collection of revenue from the Client's customers. Client agrees to pay all penalties and/or interest imposed by the applicable authority relating to Taxes that result from the collection of revenue from the Client's customers.
14. TERMINATION. Either Party may terminate this Agreement (a) as a result of the material breach of any material term or condition of this Agreement by the other Party which has not been cured within thirty (30) days after receipt of notice of such breach, or unless substantial steps toward a cure have been undertaken within such thirty (30) day period and which breach is subsequently cured within sixty (60) days after receipt of such written notification or (b) upon mutual written agreement of the Parties.
15. CONFIDENTIALITY. Subject to any applicable law, "Confidential Information" shall include: (i) all prices, rates and other financial information related to the Service, (ii) all information relating to the customers of either Party, including customer lists, and (iii) all information one Party provides to the other which is clearly identified or which by its nature would reasonably be considered as confidential or proprietary. Confidential Information disclosed by either Party to the other shall be held by the recipient in confidence and not: (a) used by the recipient for personal advantage of any kind, or (b) made

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Client Initials 

available for third parties to use. Each Party will direct its employees, contractors, consultants and representatives who have access to any Confidential Information to comply with all the terms of this Section. Each Party shall be responsible for any failure by any such employee, contractor, consultant or representative to comply with the terms of this Section. The following information shall not be Confidential Information if: (i) it is or becomes available to the public through no wrongful act of the receiving Party; (ii) it is already in the possession of the receiving Party and not subject to any agreement of confidence between the Parties; (iii) it is received from a third party without restriction for the benefit of the disclosing Party and without breach of confidentiality obligations or duties of such third party; (iv) it is independently developed by the receiving Party; (v) it is disclosed pursuant to a requirement of a duly empowered government agency, a stock exchange on which a Party's stock is or may be traded, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the disclosing Party unless such notice is prohibited. Upon termination or expiration of this Agreement, the receiving Party shall at the disclosing Party's direction, either return or destroy all the disclosing Party's Confidential Information and so certify in writing. The obligations of this provision will survive for three (3) years after any termination or expiration of this Agreement.

- 16. **PUBLICITY.** SIDEARM may list Client as a customer for marketing services and may use Client's approved logo in such identification. Client shall retain all right, title and interest in Client's name and logo.
- 17. **FORCE MAJEURE.** Neither Party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water or electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.
- 18. **CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW.** Exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the applicable state or federal courts of Syracuse, New York and the Parties expressly waive any objections to the same on any grounds, including, but not limited to, venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions thereof.
- 19. **NOTICES.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed delivered on the date it is received at the address specified above for the Party, or in each case to such other persons or addresses as shall be designated by written notice.
- 20. **SEVERABILITY; SUPREMACY.** In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature line to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature line shall control.
- 21. **ENTIRE AGREEMENT.** This Agreement represents the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date shown above.

By: Emily Greene  
(SIDEARM Sports, LLC)

Printed Name: Emily Greene

Title: Sr. Business Development Executive

Date: 10/21/2024

DocuSigned by:  
Mark Taylor  
DC1902DE5E864E0...  
(Client)

Printed Name: Mark Taylor

Title: CPO

Date: 10/30/2024

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SCOPE OF SERVICES EXHIBIT

This Scope of Services Exhibit (the "Services Exhibit"), hereby incorporated and made part of the Agreement, describes the terms and conditions related to website and mobile applications services provided by SIDEARM to Client and shall be subject to the additional terms and conditions set forth in the Agreement. Now, therefore the Parties hereby agree as follows:

1. **TERM.** This Services Exhibit shall commence on September 1, 2024 and shall expire on August 31, 2029 (the "Initial Term"), unless otherwise terminated as provided for herein.
2. **SERVICES.** For the duration of this Services Exhibit, SIDEARM shall provide commercial online digital services and functionality including design, hosting, content management tools, online auction, mobile applications, and modules of functionality related to each item showing in Section 5 Revenue Sharing below. Services include:
  - a. SIDEARM Software & Support for OAS
  - b. Live Stats for five (5) sport combos
  - c. Unlimited Live Audio Streaming
  - d. Unlimited VOD
  - e. Client may redesign at any time during length of contract for a fee \$4,000.
    - i. CLIENT must contact SIDEARM at least six-months prior to desired re-design launch date to reserve a design timeline space. Launch date is subject to availability within SIDEARM's then-current design timeline.
3. **TIMELINE FOR DEVELOPMENT.** All dates noted in the development timeline, including the launch date, are contingent on Client providing SIDEARM with all Content in accordance with the dates provided from Client's SIDEARM Project Manager. Unless modifications to these dates are mutually agreed to in writing, failure to adhere to these due dates will result in a delayed launch. Client will be offered the next available launch date which may be significantly after the original launch date.

SIDEARM shall make all reasonable efforts to ensure the Client's website is completed by the mutually agreed upon launch date. In order to accomplish this, SIDEARM will present Client a timeline of benchmark dates that must be met in order to keep the project on schedule. Client will appoint a project manager who will work with SIDEARM. If Client requests that any of the benchmarks that are part of the timeline be revisited due to Client's staffing changes and/or a change in Client's project manager, SIDEARM reserves the right to charge additional amounts for such work.

4. **COMPENSATION; FEES; CHARGES.**

a. Service Fees:	
September 1, 2024 – August 31, 2025	\$14,250
· Software & Support: \$11,000	
· Live Stats: \$1,000	
· Audio Streaming: \$1,750	
· VOD: \$500	
September 1, 2025 – August 31, 2026	\$14,940
· Software & Support: \$11,440	
· Live Stats: \$1,000	
· Audio Streaming: \$1,750	
· VOD: \$750	
September 1, 2026 – August 31, 2027	\$15,765
· Software & Support: \$12,015	
· Live Stats: \$1,000	
· Audio Streaming: \$1,750	
· VOD: \$1,000	
September 1, 2027 – August 31, 2028	\$16,620
· Software & Support: \$12,620	
· Live Stats: \$1,000	
· Audio Streaming: \$1,750	
· VOD: \$1,250	
September 1, 2028 – August 31, 2029	\$17,505
· Software & Support: \$13,255	
· Live Stats: \$1,000	
· Audio Streaming: \$1,750	
· VOD: \$1,500	

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Client Initials 

- b. Additional Fees: Any additional fees incurred by SIDEARM as a result of Client requests will be billed back to Client, including, but not limited to, fees incurred by SIDEARM to license a specific font requested by Client.
5. REVENUE SHARING. The Parties agree to share revenue as indicated below.
- a. Auctions: CLIENT receives 80% of Auction Gross Revenue. CLIENT receives 90% of Auction Gross Revenue for Charity Auctions.
  - b. All Access. CLIENT receives 45% of All Access Net Revenue
  - c. Payment Forms: CLIENT receives 90% of Payment Form Gross Revenue
  - d. Camps Platform: CLIENT receives 94% of Camps Platform Gross Revenue
6. ADVERTISING. Client retains the exclusive rights to advertising and sponsorship inventory across Client's website. Revenue generated through advertising and sponsorship will be retained 100% by Client. Client has option to utilize SIDEARM Ad Ops for additional services including campaign trafficking, monthly reporting, campaign troubleshooting, forecasting and support. Any and all video ads must utilize this service. \$0.25 CPM rate applied to all impressions and will be billed on a quarterly basis.
7. VIDEO AND AUDIO STORAGE. All audio and video files uploaded to SIDEARM will be stored for a period of twenty-four (24) months. It is recommended that Client stores a local copy of audio/video files if they wish to have records beyond a 24-month period.
8. STATISTICS SERVICES. SIDEARM shall have the perpetual, royalty-free, worldwide non-exclusive right to use, publish, reproduce, lease, license, sublicense and otherwise distribute the game data and statistics displayed on the Client's website for any lawful purpose whatsoever.
9. WEBSITE TRAFFIC ASSIGNMENT. Client agrees that the Client's website's traffic (e.g., the amount of data sent and received by Client's website's visitors) will be assigned to SIDEARM for purposes of syndicated audience measurement reports, and Client will cooperate with SIDEARM to effectuate such purpose, including executing all necessary and/or required assignment documents prepared by companies that provide syndicated audience measurement services.
10. SUPPORT. SIDEARM will provide the following support services.
- a. Support representatives via phone, email, or ticketing system.
  - b. Outside of hours below, critical support is available 24/7.
  - c. Software upgrades are provided at no charge and administered between 5:00 a.m. – 8:00 a.m. EST.
  - d. Academic Year Support Hours
    - i. Normal Business Hours Support
      - 1. 8:00 a.m. – 6:00 p.m. ET
    - ii. After Hours Support
      - 1. Monday – Thursday: 6:00 p.m. – 12:00 a.m. ET
      - 2. Friday: 6:00 p.m. – 1:00 a.m. ET
      - 3. Saturday: 10:00 a.m. – 1:00 a.m. ET
      - 4. Sunday: 10:00 a.m. – 8:00 pm. ET
  - e. Non-Academic Year Support Hours:
    - i. Monday – Friday: 8:00 a.m. – 6:00 p.m. ET
11. UPTIME WARRANTY. SIDEARM warrants that Client's website (i) will perform in accordance with these terms and conditions; (ii) will, on an aggregate basis, operate at least 99.7% of the time; and (iii) will maintain sufficient bandwidth for the requirements of the website. SIDEARM will establish and maintain the requisite system elements to measure and monitor such uptime calculation. The Parties acknowledge and agree that SIDEARM may perform regular maintenance with respect to the software and the hosted platform between the hours of 5:00 a.m. and 8:00 a.m. Eastern Time and that any such downtime, outages, or related issues will not count towards downtime pursuant to this section.
12. ACCESSIBILITY. SIDEARM shall make commercially reasonable efforts to ensure Client's website is compliant with Web Content Accessibility Guidelines (WCAG) 2.1 requirements. SIDEARM is not responsible for the WCAG 2.0 compliance of any content uploaded to the Client's website by Client or by individuals, including but not limited to textual content, photos, graphics, audio, or video files. For websites that were launched four (4) years ago or prior, SIDEARM cannot support the accessibility code and therefore is unable to make reasonable efforts to ensure accessibility standards are met. The parties agree that Client's website was launched within the last four (4) years and that therefore such accessibility issues do not impact Client as of execution of this contract. If Client wishes to address accessibility compliance issues, Client must redesign their website, per the terms of this Agreement. For any custom accessibility work requested by the Client with a deadline of fewer than ten (10) business days, SIDEARM reserves the right to charge Client at the rate of three hundred and fifty dollars (\$350) per hour.
13. CARRIER LINES. Client acknowledges that access to the Website is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, servers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond SIDEARM's control. SIDEARM assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at Client's risk and is subject to all applicable local, state, national, and international laws.

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14. AFFILIATE. SIDEARM is hereby authorized by Client to automatically display on a designated mutually agreed upon third party website ("Affiliate") via an embedded video player provided by SIDEARM any Content which is provided by Client for such purpose and any Content which Client makes available on the designated third-party Affiliate website.
15. USE OF DATA. SIDEARM is hereby authorized by Client to share information collected from users of the Services described in this Agreement to entities with whom SIDEARM has agreements, including but not limited to SIDEARM's parent company and affiliates, as outlined in SIDEARM's privacy policy, as amended from time to time.

SIDEARM's DEI Commitment

People and Culture are the two most important assets to any organization. This is true for SIDEARM. What keeps us at the forefront of our industry is our value and appreciation in our diverse team. No matter who you are and where you come from, you have a home at SIDEARM. Our diversity in our people is what allows us to innovate, lead with excellence, and offer exceptional customer service. At our core, we strive to create a culture that is open, affirming, inclusive, equitable, and that each team member feels a sense of belonging. SIDEARM stands by our commitment to creating an environment that celebrates you, as your authentic self.

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Client Initials 

**SIDE LETTER AMENDMENT**

This Side Letter Amendment (this “Amendment”) is made by and between Miami University (“Miami”); and SIDEARM Sports (“Company”).

WHEREAS, Miami and Company are parties to an agreement titled: Master Services Agreement, which may be amended from time to time by the parties, including all exhibits, schedules, and addenda thereto (the “Underlying Agreement”);

WHEREAS, the Underlying Agreement may include certain first-party and/or third party supplemental agreements directly or indirectly referenced within the Underlying Agreement or that are required to be accepted by Miami as a condition of accepting Company’s goods and/or services, including, without limitation, end-user license agreements, click-wrap agreements, and other non-negotiated terms and conditions provided by Company (the “Supplemental Agreements,” and together with the Underlying Agreement, the “Agreement”); and

WHEREAS, Miami and Company wish to modify the Agreement pursuant to the terms and subject to the conditions contained in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. State Law Requirements. Company hereby acknowledges that Miami, as a public university, is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. Accordingly, Miami is prohibited from entering into any agreement that contains the provisions listed in Ohio R.C. 9.27(B)(1)-(9) (the “Prohibited Provisions”). To the extent that the Agreement contains Prohibited Provisions, pursuant to Ohio R.C. 9.27(C)-(D), Company hereby agrees that (a) all Prohibited Provisions contained in the Agreement are void *ab initio*, are hereby deemed deleted in their entirety, and shall not be binding on Miami; and (b) the Agreement shall otherwise be enforceable as if it did not contain such Prohibited Provisions. Further, Company hereby represents, warrants, covenants, and/or agrees (as applicable) as follows: (u) Company will not attempt to enforce any of the Prohibited Provisions against Miami; (v) Company is not subject to an “unresolved” finding for recovery under Ohio R.C. 9.24; (w) Company does not and will not discriminate on the basis of religion, race, color, creed, national or ethnic origin, sex, age, disability, political affiliation, gender identity or expression, sexual orientation, pregnancy, or status as a veteran or member of the military; (x) Company is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Agreement as outlined in Ohio R.C. 9.76; (y) Company shall comply with, and shall cause all of its employees, contractors, agents, and representatives to comply with, all laws, regulations, and ordinances applicable to Company’s business operations and performance under the Agreement; and (z) Company shall not provide any services to Miami under the Agreement outside of the United States of America, and will abide by all requirements of Ohio Executive Order 2019-12D.

2. Public Records Act. Company hereby acknowledges that Miami, as a public university, is subject to the Ohio Public Records Act (Ohio R.C. 149.43 *et seq.*), and is obligated to promptly produce certain of its records when requested by the public. Nothing in the Agreement shall prevent Miami from fully complying with the Ohio Public Records Act. Company hereby authorizes Miami to disclose copies of this Amendment, the Agreement, and all invoices, receipts, and purchase orders related to the Agreement pursuant to a request made under the Ohio Public Records Act without first providing Company notice. Company hereby requires notice prior to the disclosure of the Agreement and documents related to the Agreement.

3. Governing Law and Forum. Notwithstanding anything to the contrary in the Agreement, this Amendment and the Agreement, and all related documents, including all exhibits and attachments to any of the foregoing documents, and all disputes and other matters arising out of or relating to this Amendment and Agreement, whether sounding in contract, tort, statute, or otherwise, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any jurisdiction's conflict of laws provisions.

4. Liability. Notwithstanding anything to the contrary in the Agreement, Miami agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under the Agreement. Miami's liability shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and as provided in Ohio R.C. 9.86 and 9.87, as amended. Company agrees that nothing in this Amendment or in the Agreement shall be construed as a waiver of the sovereign or qualified immunity of Miami, Miami's employees, and/or the State of Ohio.

5. Intentionally blank

6. Insurance. The terms and conditions located in [Section 2.04 of the Miami University Purchasing Handbook](#) are hereby incorporated into this Amendment by this reference. At all times during the term of the Agreement, Company shall procure and maintain, at its sole cost and expense, all insurance coverage required in [Section 2.04 of the Miami University Purchasing Handbook](#). For avoidance of doubt, Company shall add "***Miami University and its trustees, officers, and employees***" as additional insureds to Company's Commercial General Liability policies and Commercial Automobile Liability policies.

7. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) regional or global epidemics, pandemics, and other similar health threats (e.g. coronavirus, influenza, etc.); and (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give written notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue ("FM Notice"). The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event. In the event that the Force Majeure Event persists (or will persist) for a period of (20) days following delivery of the FM Notice, either party may terminate the Agreement by providing the other party written notice. In the event of termination hereunder, (y) Miami will pay any undisputed fees for services fully performed or goods completely delivered in accordance with the Agreement prior to the date of the FM Notice; and (z) Company shall refund all unearned fees, costs, deposits, and/or prepayments made by Miami prior to date of the FM Notice.

8. Incorporation of Amendment; Entire Agreement; Effective Date; Severability; Effect of Amendment. The terms and conditions contained in this Amendment, including the above recitals, are hereby deemed incorporated into the Agreement. This Amendment and the Agreement, including any schedules or exhibits attached thereto, and any amendments or addenda thereto, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and thereof, and

supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. In the event of a conflict between the terms and conditions contained in this Amendment and the terms and conditions contained in the Agreement, the terms and conditions contained in this Amendment shall control. This Amendment shall be effective as of the effective date of the Underlying Agreement (the “Effective Date”), and shall terminate upon the expiration or earlier termination of the Underlying Agreement. If any term or provision of this Amendment or the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Amendment or the Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as otherwise set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

9. Termination for Funding; Termination for Convenience. The Agreement is subject to all necessary funds being available or encumbered pursuant to Ohio Revised Code section 126.07. If the state legislature-approved appropriations do not include fund for the continuation of the Agreement for any fiscal year after the first year and the Miami budget has no funds from any other sources to continue the Agreement, then Miami may immediately terminate the Agreement without penalty or additional costs by providing Company notice.

10. Miami Personal Information. (If applicable - Check here if omitted: \_\_\_\_\_)

(a) As used herein, “Personal Information” means (i) any information that Company and/or its employees, contractors, agents, or representatives collect, process, receive, or otherwise obtain from or on behalf of Miami or any of its employees or students that does or can identify a specific student or employee of Miami, or by or from which a specific student or employee may be identified, contacted, or located, such as an individual’s name, address, social security number, etc., and any other information relating to such identified or identifiable individual; (ii) all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.); (iii) “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d); (iv) “education records” as defined under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq.) (“FERPA”); and (v) “personal data” as defined under the European Union General Data Protection Regulation 2016/679. To the extent that Company has access to “education records,” it is deemed a “school official” (as such terms are defined under FERPA).

(b) If Company uses Miami’s Personal Information in the performance of the Agreement, then Company hereby agrees (i) to use Personal Information only for the purposes of performing its obligations under the Agreement; (ii) to not disclose or otherwise make available Personal Information to any third party; provided that Company may disclose Personal Information to its employees and legal advisors who have a “need to know,” who have been apprised of the restrictions contained in this paragraph, and who are themselves bound by confidentiality requirements at least as restrictive as those set forth herein; (iii) treat Personal Information as confidential information, and protect and safeguard the confidentiality of the Personal Information with at least the same degree of care as Company would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; and (iv) to promptly notify Miami in the event Company becomes aware of any loss or disclosure of any Personal Information. Company hereby represents, warrants, and covenants (as applicable) that it has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all the Personal Information in Company’s possession or control (or in the possession or control of its employees, contractors, and other representatives).

11. Accessibility. The terms and conditions contained in this Section shall only apply if the Agreement involves Miami's purchase of software, software as a service, or similar products and services from Company ("Technology"). Company shall make commercially reasonable efforts to ensure that the Technology complies with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and the Web Content Accessibility Guidelines 2.1, level AA (collectively, the "Accessibility Requirements"). Company is not responsible for the compliance with accessibility requirements of any content uploaded to the Technology by Miami or individuals, including but not limited to textual content, photos, graphics, audio or video files. If the Technology does not meet the Accessibility Requirements, then Company hereby agrees that Miami may terminate the Agreement provided that Miami provide Company with written notice and no less than sixty (60) days for Company to remediate any issues. In addition to any and all other obligations to indemnify and hold harmless Miami under the Agreement, Company shall also indemnify and hold harmless Miami from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from Company's failure to comply with this Section. (OPTIONAL - Check here if omitted: \_\_\_\_\_)

*[Signature Page Follows]*

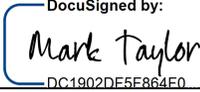
**SIDE LETTER AMENDMENT**

*\*Signature Page\**

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the dates set forth below to be effective for all purposes as of the Effective Date. This Amendment may be executed in any number of counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. Delivery of an executed counterpart of this Amendment by facsimile, electronic mail, or other electronic means has the same effect as delivery of an executed original.

**MIAMI:**

Miami University,  
a body politic and corporate established and  
existing under the laws of the State of Ohio

By:  Name: Mark Taylor  
DC1902DF5E864E0  
Title: CPO Date: 10/30/2024

**COMPANY:**

By:  Name: Emily Greene  
Title: Sr. Business Development Executive Date: 10/21/2024

*Approved and updated by Miami's Office of General Counsel on October 5, 2023.*