University Contracts

Contract Summary

Document # 44199-2

UAB Party: Medicine-Infectious Diseases

External Party: Cisco Webex

Party providing goods/services? UAB Receiving

Amount of Agreement: No Cost

Effective Date: Upon Execution

Term: A year or more with automatic renewal

Type of Agreement: Software/Equipment Purchase

Personal Services Form included: No

Summary:

Master agreement for Cisco/Webex for Campus.

Central Review Routing Approvals

Office of Counsel, AB 8th Floor, Zip 0108 0106 11/18/2013

☐ Other Specialized Review

☐ Board Signature

Raczynski

☐ If checked, provide a scanned copy to Amy Ellis, amyellis@uab.edu, AB924

Return Executed Agreement To:
University Contract Office
Financial Affairs
AB921, Zip 0109

Nov 1 8 2013

Office of Counsel
Master Agreement for Cisco/Webex. UAB IT Addendum was executed separately and this master was inadvertently not attached. The IT Addendum references this master. Future subscriptions will be governed by this master and submitted separately as needed.

Once you have reviewed the attached agreement, please initial and date. Please forward the agreement to the NEXT office marked on the list.

Initials  Date
DAVID YOTHER  11/15/13
(Chair/Department/Campus Director or Designated Representative)

Doug Rigney
Vice President for Information Technology

IT Financial Administration
Helena Christine
Office of Counsel, AB 8th Floor, zip 0108

Patricia Raczynski
Associate Vice President for Financial Affairs, AB 920, zip 0109

University Contracts Office, Procurement, AB 620, zip 0106

Financial Review for the Provost, Office of the Provost, AB 1064, zip 0110

Board Signature

DOCUMENT ID
Contract Originator: David Yother
Information Technology
CEC 204d
6-7227

Return Executed Agreement To:
Contract Originator: David Yother
Information Technology
CEC 204d
6-7227
# UAB IT - Agreement Review Summary

**Vendor/Company Name:** Cisco WebEx  
**UAB Doc #** (blank)

<table>
<thead>
<tr>
<th>Agreement Description:</th>
<th>Recommended Action</th>
</tr>
</thead>
</table>
| Master Agreement for Cisco/Webex. UAB IT Addendum was executed separately and this master was inadvertently not attached. The IT Addendum references this master. Future subscriptions will be governed by this master and submitted separately as needed. | **x** Execute as Presented  
**Hold for further changes/negotiations as noted** |

**Dept/School:** IT  
**Contact:**

### Contract Risk Summary: Risk rating is based on agreement with all changes incorporated after IT review and inclusion of any IT addendum/language

<table>
<thead>
<tr>
<th>Area of Review</th>
<th>Risk Rating</th>
<th>Software - Licenses</th>
<th>Maintenance - Support</th>
<th>Services</th>
<th>Detail</th>
</tr>
</thead>
</table>
| **Term**       | E N U X     |                     |                       |          | 1 year term with UAB PO/agreement required for renewal  
1 year term with automatic annual renewal unless UAB notifies to cancel in advance  
Multi-year initial term with UAB PO/agreement required for renewal  
Multi-year initial term with automatic renewal unless UAB notifies to cancel in advance  
Other defined period for services/Statement of work  
Original agreement with no expiration unless terminated by either party  
No defined renewal provisions |
| **Termination Provisions** | E N U X | | | | None other than breach  
Either party may terminate at anytime during the term upon written notice  
Auto terminates at specific date/event  
By delivery or upon termination of all iterations |
| **Pricing / Financial Commitment** | E N U X | | | | First year / Initial Payments  
Recurring annual payments  
Other required payments  
Travel requires UAB pre-approval or limited to 15% of professional services fees  
Renewal increases capped at 2%, 2%, 3%, 3% through year 5  
Fixed price agreement based on scope outlined  
Variable, non-fixed price based on hourly rate and hours worked |
| **Payment Terms** | E N U X | | | | Invoiced at execution of agreement  
Invoiced in advance  
Invoiced at completion or based on specific completion criteria  
Invoice payable upon receipt  
Invoice payable within 30 days of receipt  
Invoice payable within 30 days of invoice date  
Good faith dispute language included |
| **Software and Maintenance Provisions** | E N V X | | | | License type: (P)erpetual; (S)ubscription; (T)erm  
License applicable to: (S)ite/campus; (D)epartment/school; (I)ndividual; (C)oncurrent  
Vendor audit rights removed, limited to written certification, or require UAB appr for on-site audit  
Source Code provided if applicable  
Perform in accordance with documentation and specifications  
Maintenance not required for continued use of license (for perpetual/term licenses only)  
Upgrades, patches, fixes included  
Telephone, web, or email support included  
Service levels and escalations defined |
| **Services Provisions** | E N V X | | | | Application Hosting: UAB - (R)ust; UAB (D)epartment/School; (V)endor off-site  
Services performed by qualified resources trained in area of service being provided  
Elicit code warranty included  
Deliverables defined  
Milestones and timeline defined or required to be defined at start of project  
Testing & acceptance criteria defined or required to be defined at start of project |

**Confidentiality/language should be included (with FERPA) unless no possibility of vendor having access to UAB information and vendor performing no on-site work at UAB**

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**Printed 11/15/13**  
**Confidential - UAB Internal Use Only**  
**Page 2/4**
<table>
<thead>
<tr>
<th>Area of Review</th>
<th>Risk Rating</th>
<th>Software - Licenses</th>
<th>Maint - Support</th>
<th>Services</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confidentiality and Information</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provision to follow UAB on-site rules should be included if on-site work required.</td>
</tr>
<tr>
<td>Security Provisions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Requirement for vendor to perform background screening to ensure that no resource on the UAB account has been convicted of a felony should be included.</td>
</tr>
<tr>
<td>Check if present</td>
<td>Check if applicable</td>
<td>IN ADDITION for vendor hosting agreements:</td>
<td></td>
<td></td>
<td>Expanded Information Security provisions should be present including complying with industry standards, notification to UAB in the event of a breach/security violation involving UAB data or systems supporting UAB data, notification of maintenance or events that will impact availability of system, cooperation with UAB security investigations, correction of identified security problems, active security policies/procedures and contingency plans, annual penetration testing, active SAS70 certification and annual verification to UAB.</td>
</tr>
<tr>
<td>Check if present</td>
<td>Check if applicable</td>
<td>IN ADDITION for vendor performing PCI related activity:</td>
<td></td>
<td></td>
<td>Provision to require vendor to follow all Payment Card Industry standards and annual notice of compliance with such standard to UAB should be included.</td>
</tr>
<tr>
<td>Indemnification &amp; Limitation of Liability Provisions</td>
<td>F/N UX</td>
<td>Check if present</td>
<td>Check if applicable</td>
<td>General indemnification provisions included at a minimum</td>
<td>Carve out for breach of confidentiality claims at a minimum in limitation of liability</td>
</tr>
<tr>
<td>Other Governing Documents</td>
<td>F/N UX</td>
<td>Check if present</td>
<td>Check if applicable</td>
<td>UAB Standard Addendum required</td>
<td>UAB IT Addendum required</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No addendum required as necessary language included main agreements</td>
<td>No addendum required as no conflicting language in main agreements</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Vendor would not accept UAB addendum</td>
<td>HIPAA applies and a UAB Business Associate Agreement is required</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Master and Addendums apply, attached</td>
</tr>
</tbody>
</table>

### Risk Rating Definition

<table>
<thead>
<tr>
<th>Rating</th>
<th>Neutral (N)</th>
<th>Unfavorable (U)</th>
<th>Unacceptable (X)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terms are acceptable and reflect minimal if any risk</td>
<td>Terms pose some/limited risk, but generally mitigated by other language or circumstances/cost.</td>
<td>Terms pose higher risk or exposure that is not mitigated by other language.</td>
<td>Terms pose an unacceptable risk, exposure, or legal language that is not mitigated by other terms/language. Agreement should not be executed as currently proposed.</td>
</tr>
</tbody>
</table>

### Verification of Review and Comments

<table>
<thead>
<tr>
<th>Review</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Contracts Review</td>
<td></td>
</tr>
<tr>
<td>Information Security Review</td>
<td>Comments</td>
</tr>
<tr>
<td>Web Presence Review</td>
<td>Comments</td>
</tr>
</tbody>
</table>
Cisco WebEx LLC  
WEBEX MASTER SERVICES AGREEMENT

This WebEx Services Agreement ("Agreement") is by and between Cisco WebEx LLC (a wholly-owned subsidiary of Cisco Systems, Inc.), 3979 Freedom Circle, Santa Clara, CA 95054 ("WebEx"), and the subscriber specified below ("Subscriber"). This Agreement is (i) effective as of the date of the last signature ("Effective Date"), (ii) subject to the Terms and Conditions attached hereto, and (iii) incorporates any Order Forms submitted by Subscriber and accepted by WebEx which are still in effect.

IN WITNESS WHEREOF, WebEx and Subscriber have caused this Agreement to be entered into by their duly authorized representatives as of the Effective Date.

<table>
<thead>
<tr>
<th>Cisco WebEx LLC</th>
<th>Subscriber: The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>Signature: Patricia A. Raczynski</td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Patricia Raczynski</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Associate Vice President for Financial Affairs</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 11/18/13</td>
</tr>
<tr>
<td>3979 Freedom Circle</td>
<td>Address:</td>
</tr>
<tr>
<td>San Jose, California 95054</td>
<td>Phone: (408) 435-7000</td>
</tr>
<tr>
<td>Phone: (408) 496-4353</td>
<td>Fax:</td>
</tr>
<tr>
<td>WebEx Billing Contact Number (408) 435-7000</td>
<td>Subscriber Billing Address and Contacts Attn:</td>
</tr>
<tr>
<td>Remittance Address:</td>
<td>Email Address:</td>
</tr>
<tr>
<td>Cisco WebEx LLC</td>
<td>Address:</td>
</tr>
<tr>
<td>PO Box 49216</td>
<td>Phone:</td>
</tr>
<tr>
<td>San Jose, CA 95161-49216</td>
<td>Fax:</td>
</tr>
<tr>
<td>WebEx Federal ID number is 77-0548319</td>
<td></td>
</tr>
</tbody>
</table>
1. **WebEx Services.** This Agreement governs the use by the Subscriber of any services (the "Services") ordered by Subscriber from WebEx and set forth in one or more Order Forms. "Services" in this Agreement does not refer to or include any professional services. Professional services ordered by Subscriber, if any, will be as set forth in a statement of work governed by separate terms and conditions.

2. **Order Forms.** An "Order Form" is a form signed by Subscriber that identifies the type and quantity of Services being ordered and the associated fees. The Order Form includes a link to the Service Description(s). An Order Form is effective only when signed by Subscriber and either signed or provisioned by WebEx. Subscriber may be required to provide information in order to register for and/or use certain Services. Subscriber warrants that all such information is accurate.

3. **Changes to Services.** WebEx may, at its sole discretion and from time to time, enhance and/or expand the features of a Service at no additional cost to Subscriber. WebEx may also, at its sole discretion and from time to time, make available additional features and/or functionalities to a Service which may, but are not required to, be added to a Service by Subscriber at an additional cost ("Cost Feature"). If Subscriber elects to add a Cost Feature, it may do so by contacting its local WebEx sales representative or WebEx directly at http://www.webex.com/go/contact_sales in order to receive a quote for the Cost Feature. Further, WebEx may elect to discontinue the availability of a Service, provided that such discontinuance will be effective no earlier than expiration of the then-current Initial or Renewal Term as specified in the applicable Order Form. Subscriber agrees that WebEx is free to use and incorporate into WebEx products and services any suggestions, ideas, recommendations, bug reports, or other feedback that Subscriber provides to WebEx without payment of compensation to Subscriber.

4. **Beta Services.** WebEx may, at its sole discretion, make available to Subscriber a "beta" version of any of the Services (the "Beta Services") for purposes of evaluation and feedback. Subscriber acknowledges that the Beta Service(s) Subscriber is evaluating may contain bugs, errors and other problems and is provided to Subscriber "AS-IS." WebEx disclaims any warranty or liability obligations to Subscriber of any kind with respect to the Beta Services. Subscriber further acknowledges the importance of communication between WebEx and Subscriber during Subscriber's use of the Beta Services and hereby agrees to receive related correspondence and updates from WebEx. In the event Subscriber requests to opt-out from such communications, Subscriber's participation in the Beta Services will also be canceled. Subscriber also hereby acknowledges that WebEx has not made any representations, promises or guarantees that the Beta Services will ever be announced or made available to anyone in the future and that WebEx has no express or implied obligation to Subscriber to announce or introduce the Beta Services. During the WebEx Beta program, Subscriber will be asked to provide feedback regarding Subscriber's use of the Beta Service(s). Subscriber agrees that WebEx is free to use and incorporate into WebEx products and services any suggestions, ideas, recommendations, bug reports, or other feedback (including, but not limited to, feedback on any Beta Services) that Subscriber provides to WebEx without payment of compensation to Subscriber. WebEx may suspend or terminate access to Beta Services (and delete any Content or data provided to WebEx with respect to such Beta Service(s)) at any time, without notice and without any liability to Subscriber.

5. **Fee Adjustments.** WebEx may, upon at least forty-five (45) days prior written notice and effective at the end of the then-current Initial or Renewal Term, adjust the fees paid by Subscriber for the Services, provided that Subscriber shall have the option, within thirty (30) days of receiving such notice from WebEx, to either (i) modify the quantity or type of Services utilized by Subscriber by a mutual written amendment between the parties, or (ii) terminate the affected Order Forms upon written notice, either of which will become effective at the end of the then current Initial or Renewal Term.

6. **WebEx Training and Support.** Online training and online support will be provided by WebEx at no additional cost, and is specified in the service descriptions included on the applicable Order Form.

7. **Payment.** Subscriber will pay undisputed invoices for the Services when due, and in accordance with the Payment Terms set forth on the Order Form. WebEx reserves the right to charge interest at the lower of 1.5% per month or the highest rate permitted by law on any monthly payment (not being reasonably disputed by Subscriber) that is not received when due. Subscriber must notify WebEx in writing of any disputed fees within fifteen (15) days of the invoice date. WebEx may suspend the Services ten (10) business days following WebEx's written notice to Subscriber that Subscriber's payment of undisputed fees is ten (10) or more business days delinquent. Subscriber shall pay all taxes (exclusive of taxes based on the net income of WebEx), levies, or charges imposed by any governmental authority of any kind whatsoever applicable to any of the materials, goods, Services or related components provided by WebEx to Subscriber.

8. **Term and Termination.**

a. **Term and Termination of Order Forms.** The "Initial Term" of an Order Form will be for the number of months set forth in the Order Form, commencing on the date the Service is available for use by Subscriber. Each "Renewal Term" will begin at the end of the preceding (Initial or Renewal) Term and continue as set forth on the Order Form. Orders may be renewed annually upon mutual agreement and issuance of a purchase order by Subscriber.

b. **Term and Termination of Agreement.** This Agreement will commence on the Effective Date and may be terminated by written notice effective upon the termination of all of Subscriber's Order Forms. Each party may terminate any Order Form(s) and/or this Agreement by written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after written notice thereof from the terminating party. This Agreement may not exceed five (5) years.

c. **Surviving Provisions.** The following provisions will survive the expiration or termination of this Agreement: Sections 7 and any payment provisions set forth in the Order Form (as to amounts due and owing as of this Agreement's expiration or termination date), 9, 10, 11, and 12. Upon any termination of this Agreement, Subscriber must cease any further use of the Services and destroy any copies of associated software within its possession and control (to the extent not prohibited by applicable law).

9. **Subscriber Responsibilities.**

a. **Account Number/Password.** Except when Subscriber's account number/password is obtained by a third party as a result of a material breach of WebEx's physical or computer system security arising from circumstances within WebEx's control, Subscriber agrees that Subscriber is solely responsible for maintaining the confidentiality of Subscriber's username, account number and passwords and solely responsible for any unauthorized usage. Subscriber agrees to immediately notify WebEx of any unauthorized use of Subscriber's account of which Subscriber becomes aware.
b. **Content.** Except when Subscriber's account is accessed by a third party as a result of a material breach of WebEx's physical or computer system security arising from circumstances within WebEx's control, Subscriber agrees that it is solely responsible for the content of all visual, written or audible communications, files, documents, videos, recordings, and any other material ("Content") displayed, posted, uploaded, stored, exchanged or transmitted on or through the Service. Under no circumstances will WebEx be liable to Subscriber for any loss or damages: (i) arising from any Content, or Content related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content. Subscriber understands and agrees that by displaying, posting, uploading, storing, exchanging or transmitting Content while using the Services or otherwise providing Content to a WebEx website or space ("Site"), Subscriber automatically grants (and warrants and represents it has a right to grant) to WebEx, solely for the purpose of offering the Sites and/or the Services to Subscriber, a world-wide, royalty-free, sub licensable (so WebEx affiliates, contractors, resellers and partners can deliver the Services) license to use, modify, publicly perform, publicly display, reproduce and distribute the Content, during the course of this Agreement and any delivery of Services. If at any time Subscriber objects to any material on a Site, Subscriber's sole remedy is to cease using it (to the extent not prohibited by applicable law). WebEx does not endorse and has no control over what Subscribers or other users of the Service ("Users") post or submit to a Site. Subscriber shall contact WebEx Customer Support at 866-229-3239 if Subscriber becomes aware of misuse of the Services by any person. WebEx cannot guarantee the accuracy of any information submitted by any User or Content, nor any identity information about any User. WebEx may without notice or liability investigate any complaints and violations or suspected violations of this Agreement that come to its attention and may take any action that it believes is appropriate, including, but not limited to, to reject, refusing to post or removing any profile, posting Content, or other data, or restricting, suspending, or terminating Subscriber or any User's access to a Site or Services. However, because situations and interpretations vary, WebEx also reserves the right not to take any action.

c. **Communications.** Subscriber agrees that Subscriber will not use the Services to send unsolicited email outside Subscriber's company or organization (e.g., "spam") in violation of applicable law, falsify any email header information when sending emails (e.g., "spoofing"), or attempt to acquire sensitive information such as usernames, passwords and credit card details by masquerading as a trustworthy entity (e.g., "phishing"). Subscriber further agrees not to use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, or that would violate the intellectual property rights of any party; give rise to civil liability, constitute a criminal offense, or is otherwise unlawful under any applicable law or regulation. Subscriber agrees to indemnify, defend and hold harmless WebEx from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Subscriber's violation of this Section 9.

d. **Privacy.** Subscriber acknowledges and agrees that WebEx acts as a passive conduit and it will not monitor or disclose Content, except as needed to provide the Services, as instructed by Subscriber, or as otherwise required by law. Use of the Sites and the Services constitutes consent by Subscriber to WebEx's and/or its affiliates' collection and use of such information and, for European Economic Area (EEA) customers, to the transfer of such information to a location outside the EEA, as well as to other countries deemed to have adequate data protection laws. Use of Sites and the Services is also subject to the Cisco Systems, Inc. Online Privacy Statement located at [http://www.cisco.com/web/siteselect/legal/privacy.html](http://www.cisco.com/web/siteselect/legal/privacy.html), which is incorporated into this Agreement by this reference. The foregoing notwithstanding, WebEx may contact Subscriber via e-mail or otherwise with information relevant to Subscriber's use of the Services and payment obligations, if any, regardless of whether Subscriber has opted out of receiving such notices. Subscriber also agrees to have Subscriber's name and/or email address listed in the header of certain communications Subscriber initiates through the Services.

10. **Warranty Disclaimer.** SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES, SITES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED 'AS IS' AND 'AS AVAILABLE.' TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WEBEX, AND ITS SUPPLIERS, RESELLERS AND AFFILIATES, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WEBEX, AND ITS SUPPLIERS, RESELLERS AND AFFILIATES, MAKE NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES OR THE SITES, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. Without limiting the foregoing, the Services are not designed or licensed for use in environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems, and WebEx, and its suppliers, resellers and affiliates, specifically disclaim any express or implied warranty of fitness for such purposes.

11. **Limitation of Liability.** IN NO EVENT WILL WEBEX, OR ITS SUPPLIERS, RESELLERS OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR ANY OTHER PECUNIARY LOSS) INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF, OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE SITES, OR ASSOCIATED SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF WEBEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EXCEPT AS OUTLINED IN THE ATTACHED UAB IT ADDENDUM (HEREBY INCORPORATED BY REFERENCE), WEBEX'S (AND ITS SUPPLIERS', RESELLERS' AND AFFILIATES') MAXIMUM CUMULATIVE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER, IF ANY, FOR THE SUBSCRIPTION SERVICE FEES IN THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to Subscriber.

12. **General.**

a. **Proprietary Rights.** Excluding Subscriber Marks and Content, WebEx and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and Sites and in all trade names, trademarks, service marks, logos, and domain names ("WebEx Marks") associated or displayed with the Services. Subscriber may not frame or utilize framing techniques to enclose any WebEx Marks, or other proprietary information (including images, text, page layout, or form) of WebEx without WebEx's express written consent. Subscriber may not use any meta tags or any other "hidden text" utilizing WebEx Marks without WebEx's express written consent.
b. Use of Subscriber's Name and Logo. Subscriber agrees that WebEx may use Subscriber's name, logo and other trademarks or service marks of Subscriber (collectively "Subscriber's Trademarks") to create a co-branded Services website as part of delivery of the Services. Nothing in this Agreement transfers to WebEx any right, title or interest in or to the Subscriber's Trademarks, and all goodwill arising from use of the Subscriber's Trademarks will inure to the Subscriber's benefit.

c. Copyright Policy. Subscriber retains copyright and any other rights it already holds in Content which Subscriber submits, stores, posts or displays on or through the Services. Subscriber may not post, store, modify, distribute, or reproduce any copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. WebEx may deny access to the Sites or the Services to any User who is alleged to infringe another party's copyright. If Subscriber believes that WebEx or any of its affiliates or any user of WebEx has violated a copyright, please contact us at: DMCAagent@cisco.com for details on how to properly notify us of a potential copyright infringement or other intellectual property rights issue. In the event Subscriber's content is removed pursuant to this process, Subscriber will receive information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Service activities or communications. As such, they are not subject to WebEx's Privacy Policy. This means WebEx may publish or share them with third parties at WebEx's discretion, and WebEx may produce them pursuant to a legal discovery request.

d. Assignment. Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and WebEx may assign its rights and delegate its obligations in whole or in part to an affiliate. Either party may terminate this Agreement upon ten (10) days notice, if the assignee can be reasonably considered a competitor of the non-assigning party.

e. Interpretation and Conflicting Terms. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. This Agreement, including all Attachments and Service-specific Supplemental Terms (if any), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. To the extent that any provision of this Agreement and any Order Form conflict, the terms of the Order Form shall control. However, WebEx and Subscriber shall not be bound by terms additional to or different from those in this Agreement that appear in Subscriber's or WebEx's acknowledgements, purchase orders, quotations, prior understandings, or in any other communications between the parties, unless such terms are expressly agreed to by amendment to this Agreement, and are executed by both Subscriber and WebEx. The Parties agree that the attached UAB IT Addendum is hereby incorporated by reference.

f. Force Majeure. Neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

g. Waivers. The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

h. Use of the Services. Subscriber may use the Services only as permitted under the terms and conditions of this Agreement or other written agreements between Subscriber and WebEx. Subscriber will not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the Services. Subscriber will not modify, make derivative works of, disassemble, decompile or reverse engineer the Sites, Services or any component thereof (except to the extent expressly permitted by law). For meeting Services, Subscriber may use the Services only for sessions or meetings in which Subscriber is an active participant.

i. Software. Subscriber may be required to download and install WebEx software ("Software"). In that event, WebEx agrees to provide Subscriber with a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software in accordance to the terms of this Agreement. Subscriber may not use the Software for anything other than as intended by WebEx in connection with Subscriber's use of the Services. Subscriber may not use the Software with any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by copyright laws. All rights not expressly granted by WebEx are hereby reserved. Subscriber agrees not to take any action to interfere with WebEx's or its supplier's ownership of or rights in the Software. Subscriber agrees that, unless otherwise permitted in this license or by law, Subscriber will not: (i) reproduce, republish, display, frame, download, distribute, or transmit the Software; (ii) to the extent permitted under applicable law redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software; (iii) modify or create any derivative works based on the Software, including customization, translation, or localization; (iv) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software; (v) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Software, or the underlying ideas or algorithms of the Software; (vi) create or use any software other than as authorized by WebEx to access the Software; (vii) attempt to gain unauthorized access to the Software or to any account, application, platform, computer system or network associated with the Software; (viii) use the Software in any way that violates this Agreement, or any other agreements between Subscriber and WebEx or its affiliates, or any law; and (ix) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or associated with the Services.

j. Legal Compliance. Subscriber agrees that Subscriber will comply with all applicable laws and regulations in connection with Subscriber's use of the Services, including, but not limited to: (a) with respect to personally identifiable information sent or received by Subscriber, all applicable privacy laws and regulations, (b) laws relating to the recording of communications, including, when required, advising all participants in a recorded WebEx meeting or event that the meeting or event is being recorded, and (c) laws relating to the use of VoIP-based services, if applicable. It is the sole responsibility of Subscriber to ensure it has the right to use all features of the Services in Subscriber's jurisdiction. WebEx may modify or not make available Services or Service features to comply with applicable laws and regulations. Subscriber represents that Subscriber is not an individual less than 18 years of age, or an emancipated minor, or over the age of 13 and possess legal parental or guardian consent to register for and use the Sites and Services. WebEx products, technology and the Services are subject to U.S. and local export control laws and regulations. Subscriber shall comply with such laws.
and regulations governing use, export, re-export, and transfer of products, technology and Services and will obtain all required U.S. and local authorizations, permits, or licenses. Subscriber certifies that Subscriber and any third parties Subscriber invites will not use the Service from within an embargoed country. Subscriber certifies that they are not on the U.S. Department of Commerce’s Denied Persons List or affiliated lists, on the U.S. Department of Treasury’s Specially Designated Nationals List or on any U.S. Government export exclusion lists. The export obligations under this clause shall survive the expiration or termination of this Agreement.

k. **Governing Law.** Subscriber’s use of the Services is subject to Subscriber entering into the Agreement with the WebEx entity specified below based on where Subscriber or its business is located. Choice of law and the location for resolving disputes with such WebEx entity for Subscriber’s region/country is also specified below. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under those applicable laws.

i. For North America and South America, the WebEx entity is Cisco WebEx LLC. The websites for this region are webex.com (US and Canada), webex.com.mx (for Latin America) and webex.com.br (for Brazil). Governing law for this region is the laws of the State of Alabama.

ii. For Europe, Africa and the Middle East, the following shall apply. For the United Kingdom, the WebEx entity is WebEx Communications UK Ltd. and the website is webex.co.uk. For France, the WebEx entity is WebEx Communications France SARL and the website is webex.co.fr. For Germany, the WebEx entity is WebEx Communications Deutschland GmbH and the website is webex.co.de. For the rest of Europe, Africa and the Middle East, the WebEx entity is WebEx Communications B.V. and the websites vary by location, please check webex.com for links to specific local country websites, including webex.es (for Spain). Governing law for these regions/countries is the laws of England. The English Courts shall have exclusive jurisdiction over any claim arising under this Agreement. No person who is not a party to this Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

iii. For Japan, the WebEx entity is WebEx Communications Japan, K.K. The website for Japan is webex.co.jp. Governing law is the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction over any claim arising under this Agreement.

iv. For Australia, New Zealand, Oceania, China, India and the rest of Asia, the following shall apply. For Australia, New Zealand and Oceania, the WebEx entity is WebEx Australia Pty Ltd. and the website is webex.com.au. For India, the WebEx entity is WebEx Communications India Private Limited and the website is webex.co.in. For China, the WebEx entity is WebEx (China) Software Ltd. Co. and the website is webex.com.cn. For the rest of Asia, the WebEx entity is WebEx Asia Limited and the websites include webex.com.hk (for Hong Kong) and webex.co.kr (for South Korea). Governing law for these regions/countries is the laws of the State of New South Wales, Australia, as if performed wholly within the state and without giving effect to the principles of conflicts of law. The State and Federal Courts of New South Wales shall have exclusive jurisdiction over any claim arising under this Agreement.

v. Notwithstanding the foregoing, either party shall at all times have the right to commence proceedings in any other court of its choice for interim injunctive relief in the event of threatened or actual breach of intellectual property rights.

vi. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.
UAB Information Technology Addendum

Vendor/Contractor: Cisco WebEx LLC

Agreement: Terms and Conditions

The following terms and conditions are incorporated into and form a part of the referenced Agreement(s) to which they are attached (the "Agreement"). Provisions in the Agreement that are consistent with the Addendum will continue in full force and effect. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control. For all purposes, "University", "UAB" means The Board of Trustees of the University of Alabama acting for the University of Alabama at Birmingham and "Contractor" means the "Vendor/Consultant" identified above or as previously identified in the Agreement (hereinafter individually or collectively called "Contractor.")

1. Confidentiality/Privacy
   1.1. Confidentiality
       In addition to what may be defined in the Agreement related to Contractor's proprietary information, “Confidential Information” is further defined as any and all information relating to this Agreement (a) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled, or marked as confidential or its equivalent at the time of disclosure, or (b) that Recipient knows or should know to be confidential. This includes University's data or University's customer's data that Contractor may hold, process or otherwise have access to. The terms “Discloser” and “Recipient” refer respectively to the party disclosing or receiving a specific item of Confidential Information. The parties agree that following a disclosure of Confidential Information, Consumer Information or Customer Information (as defined in this addendum), Recipient shall (i) protect Discloser’s Confidential information using the same degree of care it uses to protect its own confidential information of similar importance, but not less than reasonable care; (ii) restrict disclosure of Confidential Information to only (a) those employees, agents or contractors on a need to know basis for performance under this Agreement and who are bound by confidentiality terms substantially similar to those in this Agreement, (b) such parties to which production may be required pursuant to any valid legal process, and (c) regulatory agencies having authority over Recipient, (iii) use Confidential Information only for performance under this Agreement; and (iv) promptly notify Discloser upon discovery of Recipient’s unauthorized use or disclosure of the Confidential Information. Confidential Information does not include information, which is or becomes available without restriction to the recipient or any other person through no wrongful act. All materials containing Confidential Information are and remain the Discloser’s property, and upon written request the Recipient will promptly return them, and all copies of them, except a single archival copy. Notwithstanding the foregoing, information regarding each party, which is in the public domain, shall not be considered Confidential Information.

1.2. HIPAA/FERPA
      To the extent that any of University's information or records in Contractor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Contractor shall maintain the confidentiality and security of that information as required of Customer under HIPAA and FERPA respectively.

1.3. Privacy
      The University is committed to protecting the privacy and legal rights of faculty, staff, and students by limiting unnecessary use of personally identifying information. By executing this Addendum, Contractor represents that Contractor's policies are at least as stringent as those followed by the University (University's Data Protection Security Policy) (found at: http://sppublic.ad.uab.edu/policies/pages/LibraryDetail.aspx?plID=38).

2. Information Security
   2.1. Information Security General - For all types of services or products offered under this Agreement, Contractor agrees that Contractor will use commercially reasonable efforts in performing the following:

   2.1.1. Notify UNIVERSITY'S Chief Information Security Officer in the event of discovery of, or receipt from any source of, any security issue involving Contractor's hardware, firmware, and/or software. Such notice to UNIVERSITY’S Chief Information Security Officer shall include severity of and the risks posed by such breach, isolation, activity or security issue, and recommended corrective actions and means of mitigating risk.

   2.1.2. Reasonably cooperate with all UNIVERSITY security investigations activities.

   2.1.3. Monitor industry standard information channels for newly identified system vulnerabilities with respect to the technologies and services provided to UNIVERSITY (including without limitation, application software, databases, servers, firewalls, routers and switches, hubs, etc.).

   2.1.4. Correct any identified security problems within a jointly agreed upon timeframe.

   2.1.5. Should any of Contractor's services for University involve online payments or Payment Card payments, Contractor hereby certifies that such services are compliant, with and will remain compliant with during the term of this agreement, the most
recent version of the Payment Card Industry (PCI) standard.

2.1.6. Maintain control over resources it provides for or on behalf of University.

2.2. Hosting/Contractor Internal Policies/Procedures (only for agreements including Contractor's 3rd Party hosting/processing/transmitting of UAB data/information)

Should Contractor be hosting/processing/transmitting UAB data/information agrees that Contractor will use commercially reasonable efforts in performing the following:

2.2.1. Comply with industry accepted security standards and baseline controls, which contribute to the confidentiality, privacy, integrity, and availability of Confidential Information and services provided by Contractor.

2.2.2. Provide, upon request, information regarding a documented security plan for systems containing University information, which plan shall describe the architecture of Contractor’s systems, information placement within the systems, and the security controls in place (e.g., firewalls, web page security, Intrusion Detection, Incident Response Process, etc.), subject to Contractor’s right to withhold information that is of a confidentiality or proprietary nature.

2.2.3. Based on periodic risk assessments, generally accepted information security governance framework(s) (i.e., ISO/IEC 27001, SAS70/SSAE 16 or Trust Services) and commercially reasonable efforts, WebEx shall establish and maintain appropriate technical and organizational measures to provide for the confidentiality, availability, and integrity of the Content and Services. Upon request, WebEx shall provide University the latest summary results of such periodic risk assessments of WebEx's compliance with such generally accepted information security governance frameworks.

2.2.4. Continuously monitor all services or equipment used in connection with the performance of the Agreement for security breaches, violations, and suspicious activity (including, without limitation, unauthorized probes, scans, and break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to systems, and system misuse).

2.2.5. Establish and maintain policies and procedures with respect to contingency plans, recovery strategies, vital records protection, risk controls and recovery testing to ensure Contractor’s continued performance under the Agreement. Permit University, at its own expense, to observe Contractor’s contingency tests.

2.2.6. Upon termination of the Agreement, return all University-owned data/information (in a form acceptable to University), or at University’s request destroy, all University-owned information/data in Contractor's possession, to the extent this information is maintained and accessible in a manageable file format. Contractor shall provide written certification of such return or destruction to University within fifteen (15) days of contract termination and validation from University of which method is to be used. Contractor’s responsibilities under this section shall be at no cost to University.

3. Miscellaneous

3.1. Contractor Personnel

Contractor will thoroughly screen all of Contractor’s personnel to ensure that no person assigned to the UNIVERSITY account or in support of UNIVERSITY systems has been convicted of a felony. Personnel, while on UNIVERSITY premises will follow all UNIVERSITY site rules.

3.2. Contractor’s Limitation of Liability

Limitations on Contractor’s liability, regardless of conflicting language elsewhere in the Agreement, shall not apply to claims related to Contractor’s breach of Confidentiality, as defined in this Addendum.

3.3. Patents & Copyrights

(i) Contractor will have the obligation and right to defend (at Contractor's expense) any claim, action, suit or proceeding ("IPR Claim") brought against University so far as it is based on a claim that any Service supplied under this Agreement infringes Third Party IPR (as defined below). Contractor will indemnify University against any final judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such an IPR Claim. Contractor’s obligations to defend the IPR Claim and indemnify University are conditional upon:

a) University notifying Contractor promptly in writing of the IPR Claim or threat thereof;

b) University giving Contractor full and exclusive authority for the conduct of the defense and settlement of the IPR Claim and any subsequent appeal, provided no settlement may require an admission of fault on the part of University or the payment of money damages by University without first obtaining the University’s prior written consent; and

c) University giving Contractor all information and assistance reasonably requested by Contractor in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.

(ii) Definition. Third Party IPR means (i) a copyright in force as at the Effective Date in a member state of the European Union, Norway, Switzerland, Canada, Australia, New Zealand, Japan, or the United States or (ii) a patent issued as at the Effective Date by a member state of the European Union, Norway, Switzerland, Canada, Australia, New Zealand, Japan, or the United States.

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(iii) Additional Remedies. If an IPR Claim has been made, or in Contractor's opinion is likely to be made, University agrees to permit Contractor, at Contractor's option and expense, either to: (a) procure for University the right to continue using the Service; (b) replace or modify the Service so that there is no longer an infringement; or (c) immediately terminate both parties' respective rights and obligations under this Agreement with regard to the Service, in which case University will promptly return the Service to Contractor and Contractor will refund to University the fees paid by University to Contractor for the Services from which the Resale Customer was unable to derive beneficial use.

(iv) Exceptions. Notwithstanding the foregoing, Contractor has no liability for any IPR Claim arising from:

a) the combination, operation, or use of a Service with any third party product, device, or software;

b) the amount or duration of use which University makes of the Service, revenue earned by University from services it provides that use the Service, or services offered by University to external or internal customers;

c) the alteration or modification of any Service supplied under this Agreement; or

d) University's use of the Service after Contractor has informed University of modifications or changes required to avoid such an IPR Claim. If the alleged infringement would have been avoided by implementation of Contractor's recommended modifications or changes.

(v) Entirety of Obligation. This Section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of University, in respect of any infringement or alleged infringement of any intellectual property rights or proprietary rights. This indemnity obligation and remedy are given to University solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any Service.

3.4. Written Agreement Governs

The Parties agree that this written, executed agreement shall govern over any 'click' or electronic agreement that may have to be accepted in order to download, install, maintain, or otherwise use the products covered under this Agreement.

3.5. Audit Rights - Valid only for agreements that already include audit language. Such audit language is hereby deleted and replaced as follows:

Contractor may request, no more than once annually, written certification from University that University is in compliance with this Agreement. Should Contractor have reasonable belief that University is not in compliance, Contractor may provide information detailing such non-compliance and request University's approval for an on-site audit. If approved by University, audit shall be conducted at a time/place and in a manner agreeable to both Parties and be conducted by Contractor directly, not by a third party.

4. Warranty

4.1. Illicit Code - For any software or software development provided by Contractor the following provisions shall apply:

Illicit Code is defined as any harmful or hidden programs or data incorporated therein that destroys or impairs the Software and/or data, thereby inhibiting or preventing University from using the Licensed Software as warranted. Contractor uses commercially available software to detect existence of illicit code prior to distributing such Licensed Software; however, Contractor cannot guarantee that any Licensed Software is free of illicit codes and other defects. During the term of a Licensed Software warranty period, or during the term of any Software Support Services as the case may be, like with any other material Licensed Software defect, if it is determined that illicit Code is present, then Contractor will use commercially reasonable efforts to correct the affected Software and if it cannot do so in a reasonable period of time, replace the affected Software. Contractor will also reasonably assist University in curtailing the spread of the Illicit Code. Contractor represents and warrants that there are no methods for gaining access to the Licensed Software or other computer resources or data of University (such as a master access key, ID password, back door or trap door) other than as otherwise set forth, and Contractor will not embed any device in the Licensed Software or take any action to disrupt or terminate University's operation of the Licensed Software.

4.2. Section 508 Rehabilitation Act Compliance

Contractor hereby represents, warrants, covenants and agrees that Contractor will ensure that any web pages offered by Contractor meet and comply with Section 508 of the Rehabilitation Act of 1973. UAB accepts the accessibility standards set forth in the World Wide Web Consortium's (W3C) Web Accessibility Initiative (WAI) as a means to meet Section 508 requirements.

Standard UAB Procurement Terms

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Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the Individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

No Benefit Certification. By accepting this agreement, Contractor certifies that no University employee or official, and no family members of a University employee or official, will receive a benefit from this University payment, except as has been previously disclosed, in writing, to the University.

Governing Law. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Alabama.

Resolution of Disputes. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation in Birmingham, Alabama, UAB, as a division of The Board of Trustees of the University of Alabama, is a state agency and cannot waive immunity conferred on it by Ala. Const. Art. 1 § 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. (See Code of Alabama §§ 41-9-60 through 41-9-74)

Liability. University and Contractor shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors. University is not authorized to and does not indemnify, hold harmless, and cannot defend Contractor or any third party for any liability that may result from activities under this Agreement.

Loss of Funding. Performance by the University may be dependent upon the appropriation and allocation of funds by the Alabama Legislature. Should funds adequate to fulfill the obligations of an agreement not be appropriated and allocated to the University, the University shall have the discretion to issue written notice of termination to the Contractor without further obligation, except to pay the Contractor for goods and services received prior to such written notice to Contractor. Contractor acknowledges that the appropriation and allocation of state funds by the Alabama Legislature are beyond the control of the University.

Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on University's property; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the limitations will not be binding on University except to the extent authorized by the laws and Constitution of the State of Alabama.

Entire Agreement; Modifications. This Addendum to Agreement and the Agreement supersede all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date last executed, below.

CONTRACTOR

Signature Brian Dulau
Controller, Finance
Date October 25, 2013

UNIVERSITY

Signature Patricia Racyzynski
Associate Vice President for Financial Affairs

The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham

Date 11/3/13

APPROVED BY LEGAL
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