

University of Central Florida Rider

The University of Central Florida Board of Trustees ("UCF") will not, in any event, including herein or in any agreements, amendments, addendums, order forms, purchase orders, any documents incorporated in, including but not limited to terms, conditions, licenses, etc. (whether included via link or otherwise), agree to: choice of law in any state other than Florida; venue other than Orange County, Florida; the confidentiality or destruction or deletion of anything that is subject to Florida Public Records Law (including disclosure and retention requirements); give up control of defense or settlement of a claim against UCF; indemnification or defense (regardless of whether based in contract or tort or other cause of action) that exceeds the statutory limits set forth in Section 768.28, Florida Statutes; liability on the part of UCF that exceeds the limits set forth in Section 768.28, Florida Statutes (regardless of whether based in contract or tort or other cause of action) or expansion of UCF's liability beyond the parameters of Section 768.28, Florida Statutes; any obligation to maintain insurance beyond the coverage provided by the State Risk Management Trust Fund; payment of late interest rate higher than 1% per month; payment for any cost of collection, including attorney's fees; payment of prevailing party's attorney's fees, or any other language contrary to Florida law.

In addition, no third party/Contractor GDPR Addendum shall apply to UCF; however, both parties shall comply with the terms of any agreed upon Data Protection Addendum (DPA) and relevant data privacy laws, as applicable to each party, provided that in the event of any conflict between laws and/or with the terms of any agreement, UCF will comply with US federal and Florida state law. Contractor shall not process UCF data outside of the North American continent without explicit written agreement of UCF. UCF shall in no event have any joint or several liability with any third party. UCF is not legally permitted to grant a security interest or lien on equipment or other property purchased, so provisions to that extent shall be null and void, including any provision permitting Contractor to file financing statements covering the equipment or other property at issue. In addition, Contractor may not offset any liabilities owed to UCF under the current agreement as part of another agreement between UCF and Contractor and a default by UCF under the agreement at issue shall not constitute a default by UCF under another agreement between UCF and Contractor. In the event UCF does not cure a default or such default is not capable of being cured, Contractor may not cure such default and may not add the cost of such action to UCF's financial obligations. In addition, the term "grossly negligent" acts of Contractor shall be changed to "negligent acts" in all instances. Also, all data/records shall be stored/kept by Contractor for 5 years from the date on which the data/record was first generated. UCF does not waive any rights of subrogation against Contractor and Contractor's insurance carrier. Contractor reimbursement for travel costs, meals, hotels, per diem and/or other expenses shall only be in accordance with applicable law and UCF policies and regulations. The UCF name may only be used for factual reference purposes, but never as an endorsement and not for marketing purposes. Use of any UCF trademarks/logos is not permitted without prior written approval by UCF/UCF Marketing. UCF shall in no event be liable for any acts of students or other individuals that are not considered employees of UCF acting within the scope of the employee's office or employment, as further qualified and defined by Section 768.28, Florida Statutes and the foregoing shall include the violation of any Contractor terms and conditions of use and/or other terms, regardless of the medium such terms and conditions are found on. UCF will not receive any trade secrets aside from those that are already embedded in software. UCF will not warrant against any intellectual property infringement. UCF's confidentiality obligations of Contractor's confidential information shall end three years from the date of termination or expiration of the subject agreement with Contractor and any designation of anything as "confidential" on Contractor's documents by Contractor shall be qualified by and subject to applicable law, which shall always prevail. Contractor shall indemnify and hold UCF harmless for any infringement of Contractor's products or services upon the rights (including, but not limited to intellectual property rights) of any third party and such indemnification obligation shall not be limited or capped in any way by Contractor. Contractor may not settle any claims that involve UCF, without first obtaining UCF's prior written consent. Risk of loss shall transfer to UCF upon delivery to UCF's location. Contractor shall not be entitled to terminate a pertinent contract with UCF as Contractor's justification for an alleged breach by UCF of UCF's confidentiality obligations and Contractor shall not obtain a sum equal to the value of UCF's total purchases from the preceding year as a result or consequence thereof. Contractor, shall not, as a result of an alleged breach by UCF, suspend any order, if related to a separate contract, other than the contract relating to the alleged breach. WEEE Compliance shall not apply to UCF, as UCF is not importing EEE into the European Community. Contractor shall not be entitled to require any alternative payment terms, such as Sight Draft, Letter of Credit, or Payment in Advance. Contractor may not delete or destroy any UCF data in violation of applicable law, including Florida public records law, and Contractor shall otherwise comply with all applicable law. Contractor shall be liable to UCF for any damages caused by the acts of Contractor, Contractor's employees or anyone acting in furtherance of Contractor's obligations and/or for any third party claims made against UCF arising in conjunction therewith. To the extent that Contractor meets the definition of "Contractor" or "Subcontractor" under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes. Contracting Party represents it is not a Foreign Principal as defined in Florida Statute 288.860. Contracting Party shall inform UCF if it becomes a Foreign Principal during the term of this Agreement.

Public Records, Contract for Services.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

To the extent that Contractor meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws and specifically with Section 119.0701, Florida Statutes.

If Contractor changes or modifies any applicable terms that constitute substantial or material changes, Contractor shall notify UCF thereof and if UCF is not willing or able to agree to such changes, UCF shall have the right to terminate the applicable contract, form, etc. This Rider shall prevail in the event of any conflict with any other document. Any changes or additional terms that conflict in any way with this Rider shall only be effective if made by written amendment signed by the authorized representatives of the parties.

The University of Central Florida Board of Trustees

[Insert Contractor Name] (“Contractor”)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____