Middle Tennessee State University

Purchase Order - Standard Terms and Conditions

Version Date: August 4, 2026

1. **PURCHASE ORDER / ACCEPTANCE OF TERMS -** Seller must provide the material and services this Purchase Order ("PO") describes, and must follow these terms and any attachments. Seller accepts these terms in full by doing any of the following: (a) accepting the PO in writing; (b) shipping any goods; (c) starting work or performing services; (d) accepting payment; or (e) acting in any other way that treats this PO as in effect.

   After that, Seller may not hold up performance, delivery, invoicing, or payment to get Middle Tennessee State University (the "Institution") to accept added, different, or revised terms. Seller's own terms never become part of this PO, even if Seller references or attaches them, unless the Institution states on the PO that it agrees to be bound by them. Only a written Change Order or Amendment approved by an authorized Institution signatory can change these terms.

   The Institution will not indemnify, hold harmless, defend, or pay the costs of any other party. Nothing above limits this or waives any Institution right.

2. **CONTRACT PRECEDENCE -** If the Institution and Seller have already signed a separate contract, agreement, or memorandum of understanding for the same goods or services, that document controls and overrides anything in this PO that conflicts with it. This PO then serves only as a way to administer and pay the order. It does not change the signed contract unless authorized representatives of both parties agree in writing.

3. **INCORPORATION OF STATEMENT OF WORK; SCOPE OF WORK -** Any statement of work, scope of work, specification, drawing, plan, requirement, quotation, or similar document listed on the face of this PO or attached to it (each a "Statement of Work") becomes part of this PO. It becomes part of this PO only where it describes what is being bought — the goods or services, pricing, deliverables, timeline, or delivery details — and only where it agrees with these terms.

   Each Statement of Work should state, where it applies:

   (a) what is included and what is excluded;
   (b) the deliverables and specifications;
   (c) the performance period and milestones;
   (d) the payment amounts or rates; and
   (e) the standards the Institution will use to decide whether the goods or services are acceptable.

   A Statement of Work cannot add to, change, waive, or override these terms. Any legal, commercial, or other term in a Statement of Work that conflicts with these terms has no effect unless an authorized Institution signatory approves it in writing through a Change Order or Amendment. A Statement of Work written or supplied by Seller does not bind the Institution unless the Institution reviews and accepts it under its own policies and procedures.

4. **ORDER OF PRECEDENCE -** If the documents making up this transaction conflict, disagree, or are unclear, they control in this order, highest first: (a) a separate signed contract, agreement, or memorandum of understanding between the Institution and Seller for the same goods or services, as described in the Contract Precedence section above; (b) a Change Order or Amendment approved in writing by an authorized Institution signatory; (c) the terms on the face of this PO; (d) these standard terms and conditions; (e) any Statement of Work, scope of work, or specifications made part of this PO; and (f) any other document referenced or attached.

   Even so, no lower-ranked document and no term supplied by Seller may take away any protection these terms or Tennessee law give the Institution, unless an authorized Institution signatory agrees in writing.

5. **ASSIGNMENT; SUBCONTRACTING -** Seller must get the Institution's written approval before assigning, transferring, subcontracting, or delegating any right, duty, or obligation under this PO. Any attempt to do so without approval is void. Approval does not release Seller from any obligation. Seller stays fully responsible for what its assignees, subcontractors, agents, and delegates do or fail to do.

6. **REQUIRED TERMS OF SALE -** Shipping is FOB Destination. The Institution may accept "Prepay and Add" to the invoice if the bid or quote says so, unless the Institution has named another point of delivery. The Institution will not accept unauthorized or collect shipments.

7. **TITLE AND RISK OF LOSS -** No matter what FOB or delivery term applies, Seller keeps title to the goods and carries the risk of loss or damage until the goods are delivered to, received at, and accepted by the Institution at the delivery point named in this PO. When title and risk pass to the Institution, that does not mean the Institution has

accepted the goods, does not give up any right to inspect them, and does not release Seller from any warranty or other duty. Seller pays all shipping, handling, and insurance costs needed to deliver conforming goods, unless the face of this PO says otherwise.

8. **DELIVERY; TIME IS OF THE ESSENCE -** Delivering and performing on time are material obligations of this PO, and time is of the essence. If this PO gives no delivery date, Seller must deliver the goods or perform the services within a reasonable time, treating time as of the essence.

   Seller must tell the Institution in writing as soon as it knows of any delay or likely delay, and must take all commercially reasonable steps, at its own cost, to prevent or reduce the delay.

   If Seller misses the required date without giving written notice, the Institution may set a new delivery date, cancel all or part of this PO, or buy substitute goods or services elsewhere and charge Seller for the extra cost. The Institution may do any of these without liability and keeps every other right and remedy it has at law, in equity, and under this PO. Seller is not in breach for a delay caused directly by the Institution’s own act or failure to act.

9. **PACKING LIST / IDENTIFICATION OF ORDER -** A detailed packing list showing the PO number must come with every shipment. The PO number must also appear on all invoices, correspondence, containers, shipping papers, and packing lists. The Institution will refuse drop shipments that do not clearly show this information.

10. **CORRESPONDENCE -** Address all correspondence about this order to the Procurement Department, MTSU, attention the named Buyer.

11. **BILLING / INVOICE -** Seller must invoice within five (5) days after shipping the material. Every invoice must clearly show the PO number. An invoice without the PO number is not a correct invoice. The Institution may return it unpaid, and it does not start any payment period or prompt payment period under this PO or the Tennessee Prompt Pay Act.

    The invoice must show any cash discounts. Discounts run from: (a) the date the goods or services reach the carrier, if final inspection and acceptance happen at the point of origin; (b) the date of delivery at the destination, if final inspection and acceptance happen there; or (c) the date the Institution receives a correct invoice, if that date is later than the delivery date.

    Seller must send a separate invoice for each shipment and a separate invoice for each PO. Seller must not combine charges from different POs on one invoice. Seller must invoice returnable containers separately and state the terms for returning them.

12. **TAXES -** Do not include federal excise tax or state sales tax on invoices. As a public institution of the State of Tennessee, the Institution does not pay taxes it is exempt from. The Institution will provide an exemption certificate on request.

13. **CONTRACTUAL REMEDIES -** No limit on the Institution’s remedies applies. Any attempt to limit them by contract is void on its face.

14. **MATERIALS / EQUIPMENT -** Unless the PO says otherwise, all items must be new and unused. Seller warrants that the supplies it delivers will be free of defects in material and workmanship and will meet every requirement of this PO for one (1) year from the date the Institution accepts them, unless these terms say otherwise.

15. **INSPECTION -** Everything bought under this PO may be inspected and rejected when the Institution receives it. Seller pays to return rejected supplies and must repay the Institution for any return shipping the Institution covers. The Institution’s count is final on all shipments.

    If supplies arrive that do not meet the requirements of this order, the Institution may notify Seller of the damage or defect. If Seller does not repair or correct it within ten (10) days of that notice, or within any longer period the parties agree to, the Institution may make the correction itself and do any other work needed to make the supplies usable for their intended purpose. The Institution may deduct that cost from money owed to Seller under this order. This right is in addition to the right to return rejected supplies.

16. **CHANGES -** The Institution may make changes at any time by written instruction, as long as they stay within the general scope of this order, to any of the following: (a) quantity or specifications; (b) method of shipment or packing; and (c) place of delivery.

If a change raises or lowers the cost of performance or the time needed for it, the parties will make a fair adjustment to the price, the delivery schedule, or both, and will change the order in writing. Seller must make any claim for that adjustment within thirty (30) days after receiving notice of the change. Even so, the Institution may accept and act on a claim made any time before final payment.

17. **VARIANCES IN QUANTITIES -** Unless the face of this order says otherwise, the Institution will accept a quantity variation of up to 10% as meeting the order, if it comes from loading, shipping, or packing conditions or from normal manufacturing allowances. Payment will be adjusted to match.

18. **PAYMENT -** When Seller submits invoices or vouchers, the Institution will pay the prices stated in this PO for supplies delivered and accepted or services performed, less any deductions, under the Tennessee Prompt Pay Act.

19. **CANCELLATION OF ORDER -** The Institution may cancel all or part of this PO on thirty (30) days' written notice to Seller. Its only remaining liability is to pay for conforming goods accepted or services satisfactorily performed before the cancellation date.

    The Institution may also cancel all or part of this PO immediately, on written notice, if Seller breaks these terms, fails to deliver goods or perform services as the PO requires, misses required delivery dates, or bills above the prices stated in the PO.

    Seller may ask to cancel this PO if an act of war, an order of a legal authority, an act of God, or another unavoidable cause not due to Seller's fault or negligence prevents Seller from performing. The parties may also agree in writing to cancel all or part of this PO. No cancellation Seller requests takes effect unless the Institution approves it in writing.

    Cancellation does not release Seller from liability for rejected or nonconforming goods or services, earlier breaches, overpayments, or credits. It also does not release Seller from any obligation that arose before cancellation or that by its nature should continue afterward.

20. **ERRORS -** If there is a calculation or typing error, the quoted unit price controls and will be used to correct this order.

21. **TARIFFS; PRICE STABILITY -** The prices in this PO are firm. Seller may not raise them without the Institution's written approval through an authorized Change Order or Amendment. Unless the face of this PO says otherwise, the prices include all costs. Seller may not charge, pass through, or otherwise recover from the Institution any new or increased tariff, duty, import fee, surcharge, assessment, fuel charge, or other cost, whether it was imposed before or after the date of this PO. Any attempt to add such charges without written approval is void and does not bind the Institution.

22. **NONDISCRIMINATION -** The Institution and Seller each agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990, and the regulations under each. Each party assures the other that it will not discriminate against any individual — including employees, applicants for employment, and students — because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

23. **GOVERNING LAW -** Tennessee law governs this PO, without regard to its conflict of law rules. Any claim for money against the Institution under this PO must be brought in the Tennessee Claims Commission or another forum with jurisdiction under Tennessee law.

24. **SOVEREIGN IMMUNITY; LIMITATIONS ON CLAIMS AGAINST INSTITUTION -** Nothing in this PO waives the Institution's sovereign immunity or allows any claim against the Institution for punitive damages, exemplary damages, attorney fees, litigation costs, collection costs, or any other damages or remedies Tennessee law does not permit.

25. **PUBLIC RECORDS -** The Institution is a public institution of the State of Tennessee and is subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-503 et seq. Nothing in this PO requires the Institution to keep records confidential unless the law makes them confidential. Seller understands that the Institution may have to release records about this PO under that Act or other law. The Institution is not liable to Seller for any release the law requires.

26. **MATERIAL SAFETY DATA SHEETS -** A current Material Safety Data Sheet (MSDS) must come with any goods that require one under applicable law.

27. **COPYRIGHTED / LICENSED PRODUCTS -** Seller must be an authorized dealer for any copyrighted or licensed product it sells under this PO. By accepting this PO, Seller takes responsibility for all liability that comes from selling those products or services.

28. **PUBLICITY; USE OF INSTITUTION NAME -** Without the Institution's written consent, Seller must not publicize, advertise, or otherwise reveal that this PO exists or that Seller does business with the Institution. Seller also must not use the name, logo, trademarks, service marks, or other identifying marks of Middle Tennessee State

University, the State of Tennessee, or any of their units in advertising, marketing, promotional materials, press releases, customer lists, websites, or other communications. This restriction continues after this PO is completed, expires, or is cancelled.

29. **INTELLECTUAL PROPERTY -** Seller represents and warrants that the goods, services, software, content, materials, deliverables, and other items it provides under this PO do not infringe, misappropriate, or otherwise violate anyone's patent, copyright, trademark, trade secret, or other intellectual property right. Seller is responsible for any claim that they do.

30. **INSURANCE -** Seller must obtain and maintain the insurance described in this section, as it applies to the goods, services, or work provided under this PO.

    a. **APPLICABILITY -** If Seller or its personnel perform services on the Institution's campus, or do other work that could create a risk of bodily injury, property damage, or other liability to the Institution, Seller must carry the insurance described below for the whole time it performs that work.

    b. **REQUIRED COVERAGE -** Seller must carry Commercial General Liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate per policy period. The coverage must include property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract. The Institution must be named as an additional insured on a primary and non-contributory basis. Seller must also carry workers' compensation coverage, or a self-insured program, as Tennessee law requires, including Employers' Liability limits.

    c. **PROOF OF COVERAGE -** Before performing any on-campus services or other work that requires insurance under this section, Seller must give the Institution a current ACORD Certificate of Insurance listing Middle Tennessee State University, 1301 East Main Street, Murfreesboro, TN 37132-0001 USA as the certificate holder.

    d. **GOVERNMENTAL OR PUBLIC ENTITY EXCEPTION -** If Seller is a governmental, public, or quasi-public entity that the law bars or restricts from buying commercial insurance, naming the Institution as an additional insured, or providing primary and non-contributory coverage, Seller must instead give written proof of self-insurance, risk pool coverage, statutory claims coverage, or other legally authorized risk financing, in amounts the Institution finds reasonably acceptable.

    e. **MAINTENANCE AND NOTICE -** Coverage or other legally authorized risk financing must stay in place without interruption for the whole time Seller performs the services or work. Seller must give the Institution at least thirty (30) days' written notice before any cancellation or material change in that coverage or risk financing. Failing to meet these insurance requirements is a material breach of this PO.

    f. **ADDITIONAL COVERAGE -** The Institution may require additional types or amounts of coverage — including professional liability, cyber liability, automobile liability, and umbrella or excess liability — when the nature, scope, or risk of the goods, services, or work reasonably calls for it.

31. **HOLD HARMLESS -** To the extent the law allows Seller to do so, Seller agrees to indemnify and hold harmless the Institution and its officers, agents, and employees from all claims, liabilities, losses, damages, and causes of action brought by any person, firm, corporation, or other entity injured or damaged as a result of any act, omission, negligence, willful misconduct, or breach of this PO by Seller or by Seller's employees, subcontractors, agents, or anyone acting on Seller's behalf in connection with this PO.

    To the extent the law allows Seller to do so, Seller also agrees to be liable for the reasonable costs, attorneys' fees, court costs, expert witness fees, and other litigation expenses the Institution incurs to enforce this PO or to respond to claims covered by this section.

    If a suit or claim is filed, each party must promptly notify the other and give reasonable help in responding. If the Institution fails to give notice, Seller is released from its duties under this section only as far as Seller can show the missing notice actually prejudiced it.

    This section does not give Seller, through its attorneys or otherwise, the right to represent the Institution in any legal matter. Tenn. Code Ann. § 8-6-106 governs the right to represent the State of Tennessee.

32. **FUNDING OUT CLAUSE -** This PO depends on state and federal funds being allotted. If funds have not been appropriated and are not available to buy the goods or services this PO covers, this PO may be void.

33. **SIGNATURE -** Only an Institution PO carrying an authorized electronic or written signature can bind the Institution.

34. **AUDIT -** Seller must keep documentation for all charges to the Institution and all payments the Institution makes under this PO. Seller must keep its books, records, and documents relating to work performed or money received under this PO for five (5) full years after final payment. The Institution, the Comptroller of the Treasury, or their authorized representatives may audit those documents at any time on reasonable notice. Seller must prepare its financial statements under generally accepted accounting principles.

35. **ILLEGAL IMMIGRANTS -** By accepting this PO, Seller attests and certifies that it will not knowingly use the services of illegal immigrants to perform this PO, and will not knowingly use any subcontractor that does so, as Tenn. Code Ann. § 12-3-309 prohibits. Breaking this attestation may bar Seller from supplying goods or services to the State of Tennessee for one (1) year.

36. **TENNESSEE SALES AND USE TAX -** By accepting this PO, Seller certifies that it has either registered with the Tennessee Department of Revenue to collect Tennessee sales and use tax, or does not make sales subject to that tax, as Tenn. Code Ann. § 12-3-306 requires. Seller must provide proof of compliance on request.

37. **CONFLICT OF INTEREST -** Seller warrants that no part of any amount paid under this PO will go, directly or indirectly, to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Seller in connection with this PO.

    Seller understands and agrees that this PO is void if Seller is, or in the past six (6) months has been, an employee of the State of Tennessee. It is also void if Seller is an entity in which a controlling interest is held by someone who is, or in the past six (6) months has been, a State of Tennessee employee. If this PO is void under this section, Seller must promptly refund everything the Institution has paid under it.

38. **IRAN DIVESTMENT ACT -** By accepting this PO, Seller certifies under penalty of perjury that, to the best of its knowledge and belief, it is not on the list created under Tenn. Code Ann. § 12-12-106. Seller also certifies that it will not use any subcontractor on that list in connection with this PO.

39. **FOREIGN ADVERSARY COMPANY -** By accepting this PO, Seller certifies, as Tenn. Code Ann. § 4-56-204(c) requires, that it is not a foreign adversary company and that it will not knowingly sell the Institution a final product or service that includes information and communication technologies made or produced by a foreign adversary company.

40. **DEBARMENT CERTIFICATION -** By accepting this PO, Seller certifies, to the best of its knowledge and belief, that neither Seller nor its principals:

    (a) are now debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
    (b) have, within the three (3) years before this PO, been convicted of or had a civil judgment entered against them for fraud or a criminal offense connected with obtaining, trying to obtain, or performing a public federal, state, or local transaction or grant; for violating federal or state antitrust laws; or for embezzlement, theft, forgery, bribery, falsifying or destroying records, making false statements, or receiving stolen property;
    (c) are now indicted for, or otherwise criminally or civilly charged by a federal, state, or local government with, any offense listed in (b); or
    (d) have, within the three (3) years before this PO, had one or more public federal, state, or local transactions terminated for cause or default.

    Seller must notify the Institution in writing immediately if it learns that it failed to disclose something earlier, or that changed circumstances mean Seller, its principals, or its subcontractors' principals are excluded, disqualified, or now fall under any prohibition in this section.

41. **BOYCOTT OF ISRAEL -** Seller certifies that it is not now engaged in a Boycott of Israel, as Tenn. Code Ann. § 12-4-119 defines that term, and promises not to engage in one for as long as this PO lasts.

42. **COMPLIANCE WITH LAWS AND MTSU POLICIES -** Seller must comply with all federal, state, and local laws, rules, regulations, ordinances, and orders that apply to its performance under this PO. Seller must also follow all Institution policies, procedures, and instructions given to Seller in connection with this PO.

43. **ELECTRONIC TERMS; CLICK-WRAP AGREEMENTS -** By accepting this PO, Seller agrees that the Institution is not bound by any electronic, online, third-party, implied, or one-sided terms. These include click-through agreements, browsewrap terms, terms of use, privacy policies, end-user license agreements, service provider terms, software usage policies, shrink-wrap licenses, terms embedded in invoices, hyperlinks, login screens, online portals, and anything similar.

Such terms bind the Institution only if all of the following are true: they have been specifically reviewed; they are attached to this PO in full, physically or electronically; and an authorized Institution signatory has approved them in writing under the Institution's policies and procedures. Even then, they bind the Institution only where they do not conflict with this PO, Institution policy, or the law.

If an Institution employee, student, agent, or other user appears to accept such terms without that written approval, the acceptance is void and does not bind the Institution.

This PO may be changed, amended, or supplemented only through a written Change Order or Amendment approved under the Institution's policies and procedures.

44. DATA SECURITY, PRIVACY, AND ACCESSIBILITY - The Data Security, Privacy, and Accessibility Addendum that follows these terms <u>applies if Seller does either of the following under this PO</u>: receives, processes, stores, transmits, or otherwise accesses Personal Information; or provides software, a website, a hosted platform, an online portal, electronic content, eBooks, or other digital products or services that Institution employees, students, or other authorized users will access. That Addendum is part of this PO and is enforceable on the same terms. If the Addendum conflicts with these standard terms on a data security, data privacy, or accessibility matter, the Addendum controls.

Middle Tennessee State University
Data Security, Privacy, and Accessibility Addendum
to Purchase Order Standard Terms and Conditions
Version Date: August 4, 2026

This Addendum is part of the Purchase Order. Sections in this Addendum are numbered A-1 through A-10 to keep them distinct from the standard terms and conditions above.

A-1. **PURPOSE AND APPLICABILITY -** This Addendum applies whenever, under the Purchase Order ("PO") it is attached to, Seller does either of the following: (a) receives, processes, stores, transmits, or otherwise accesses Personal Information; or (b) provides software, a website, a hosted platform, an online portal, electronic content, eBooks, or other digital products or services that Institution employees, students, or other authorized users will access.

Each section below applies only where its subject matter is part of what Seller provides under the PO.

A-2. **RELATIONSHIP TO THE PURCHASE ORDER -** This Addendum is part of the PO. All PO standard terms and conditions still apply. If this Addendum conflicts with those terms on a data security, data privacy, or accessibility matter, this Addendum controls. If a separate signed contract between the Institution and Seller covers the same subject, the Contract Precedence and Order of Precedence sections of the PO standard terms decide which document controls.

A-3. **DEFINITIONS -** These definitions apply throughout this Addendum:

"Personal Information" ("PI") means information protected by HIPAA, the HITECH Act, FERPA, the Gramm-Leach-Bliley Act, or any other privacy or data protection law. It also means any information that could let a third party reach the personal, educational, medical, or financial records of the Institution or its students, employees, agents, or other individuals.

"Security Incident" means any reasonably suspected breach of information security, any unauthorized access to a system, server, or database, or any other unauthorized access to, use of, disclosure of, change to, loss of, or destruction of PI on systems Seller controls.

A-4. **ACCESSIBILITY STANDARDS -** Seller represents and warrants that the product, service, software, website, platform, content, or materials it provides — including any updates — will meet all applicable accessibility standards. These include the Web Content Accessibility Guidelines ("WCAG") 2.1 Levels A and AA, Section 508 of the Rehabilitation Act, and, for eBooks and digital publications, applicable EPUB accessibility guidelines.

On request, Seller must give the Institution an accessibility statement and written documentation verifying accessibility. That documentation must include test results and the most recent Voluntary Product Accessibility Template ("VPAT") or equivalent.

Seller must promptly respond to and resolve accessibility complaints, and must correct any accessibility problem found during the term of the PO at its own cost.

A-5. **DATA PRIVACY AND SECURITY -** Seller represents and warrants that the way it collects, accesses, uses, stores, transmits, disposes of, and discloses PI complies with all privacy and data protection laws that apply to the PI it handles under the PO. These may include the Gramm-Leach-Bliley Act ("GLBA"), the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, the Federal Trade Commission's Red Flags Rule, and the regulations under each.

Seller also represents and warrants that it will maintain appropriate administrative, technical, and physical safeguards and security controls for all systems and data related to the PO, including compliance with applicable SSAE 18, SOC, audit, and data protection standards. On request, Seller must provide SOC reports, audit reports, risk assessments, or other proof of those controls in the form the Institution asks for or the law requires.

If PI the Institution gives Seller is subject to FERPA, Seller agrees that, in handling that PI, Seller:

(a) acts as a "school official" with a legitimate educational interest, as FERPA and its regulations define that term;
(b) stays under the Institution's direct control as to how the PI is used and maintained; and
(c) will not disclose or re-disclose the PI unless the Institution authorizes it, FERPA permits it, or the law requires it.

Seller understands that improperly disclosing or re-disclosing FERPA-protected PI may make Seller ineligible to contract with the Institution.

Seller may use PI only for the purposes the PO authorizes. Seller must not sell, share, disclose, or otherwise use PI for any other purpose unless the PO expressly authorizes it or the law requires it. See Tenn. Code Ann. § 49-7-186.

A-6. **SECURITY INCIDENT; RETURN OR DISPOSAL OF PERSONAL INFORMATION -** Seller must:

(a) give the Institution the name and contact information of a Seller employee who will serve as the Institution's primary security contact and be available to help the Institution meet its obligations after a Security Incident;

(b) notify the Institution of a Security Incident as soon as practicable, and no later than forty-eight (48) hours after Seller becomes aware of it, unless the law prohibits disclosure; and

(c) give that notice by telephone to Deb Zsigalov at 615/898-2036 and by email, read receipt requested, to Deb.Zsigalov@mtsu.edu with a copy ty email to Seller's primary business contact at Institution.

Seller must use commercially reasonable efforts to promptly contain, reduce, and resolve any Security Incident, at its own cost and consistent with applicable privacy rights, laws, regulations, and standards.

Seller must repay the Institution for the actual costs it incurs in responding to and limiting the damage from any Security Incident caused by Seller's acts or omissions. Those costs include the cost of legally required notice and remediation.

Seller must return every copy of the Institution's PI in its possession or control — written, electronic, or in any other form — at any time during the PO on the Institution's written request, and when the PO ends, expires, or is completed. If the Institution directs instead, Seller must securely destroy all copies and certify the destruction in writing.

A-7. **AUTHENTICATION AND ACCESS CONTROL -** This section applies where the Institution's Information Technology Department requires it and Seller provides a SaaS application, hosted platform, online portal, or other electronic system under the PO that needs user authentication or access controls.

Seller must connect that system to the Institution's Single Sign-On ("SSO") solution using industry-standard protocols — SAML 2.0, OAuth 2.0, or OpenID Connect, as the Institution's Information Technology Department specifies. Seller must work with the Institution's technical team to complete the integration securely and successfully.

If SSO integration is not technically possible, Seller must instead enforce minimum password-length requirements and Multi-Factor Authentication ("MFA") on every user account. MFA must use at least two of the following:

(a) something the user knows, such as a password;

(b) something the user has, such as a mobile device or token; or

(c) something the user is, such as a biometric.

Seller must use Role-Based Access Control ("RBAC") so users can reach only the data and functions their role requires. The RBAC model must let the Institution assign roles and must allow periodic review and change of user roles and permissions.

On request, Seller must document its authentication and access control mechanisms and must support periodic security reviews or audits by the Institution or its designee to verify compliance with this section.

A-8. **SYSTEM LOGGING AND LOG RETENTION -** This section applies where the Institution's Information Technology Department requires it and Seller provides a system of the kind described in the Authentication and Access Control section above.

Seller must turn on system logging for every component of that system relevant to Institution operations. Logs must capture, at a minimum, user access, administrative access, configuration changes, and other activity relevant to security, compliance, and operational auditing.

Seller must do one of the following:

(a) export the relevant logs to the Institution's designated Security Information and Event Management ("SIEM") tool in a format compatible with industry standards; or

(b) keep the relevant logs for at least twelve (12) months and give the Institution timely access to them on request at no added cost.

Logs must be available in a secure, readable, exportable format suitable for analysis and long-term preservation. Seller must not block or restrict the Institution's ability to audit or investigate using those logs.

A-9. **SUBCONTRACTORS AND THIRD PARTIES -** Seller must not let any subcontractor, affiliate, or other third party access PI or perform any obligation under this Addendum unless the Institution approves in writing under the

Assignment; Subcontracting section of the PO standard terms. Seller must bind any approved third party in writing to protections at least as strict as this Addendum. Seller stays fully responsible for what that party does or fails to do.

A-10. **SURVIVAL -** Seller's obligations under this Addendum continue after the PO is completed, expires, or is cancelled. This applies to obligations covering PI, Security Incidents, return or disposal of PI, audit and documentation, and correction of accessibility problems in delivered products. They continue for as long as Seller holds the Institution's PI or the applicable legal obligation lasts, whichever is longer.