MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT ("Agreement"), entered into by and between Rutgers, The State University of New Jersey, an instrumentality of the State of New Jersey, with offices located at 33 Knightsbridge Road, First Floor, East Wing, Piscataway, NJ 08854, procure@finance.rutgers.edu ("Rutgers"), and VTS Travel Enterprises Inc dba Direct Travel ("Supplier") with its principal offices located at 55N State Route 17, STE 105, Paramus, NJ 07652, rsa@dt.com.

WHEREAS, Rutgers issued a Request for Proposal to procure travel program services for general campus, dated June 17, 2020, designated as RFP #132385521 ("RFP"); and

WHEREAS, the Supplier submitted a proposal in response to Rutgers’ RFP and Rutgers determined that Supplier’s proposal met the criteria needed by Rutgers as set forth in the RFP and selected the Supplier for contract negotiations, and

WHEREAS, Rutgers and Supplier intend this Agreement to govern and apply to all purchases made by Rutgers during the Term of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The term of this Agreement is from the effective date February 1, 2021, or the date of full execution of this Agreement (whichever is later), and shall remain in effect through January 31, 2026, unless otherwise terminated in accordance with this Agreement (the “Term”). This Agreement may be renewed upon mutual written consent by both parties. Each renewal term shall be on the same terms and conditions as were in effect during the initial term or the immediately preceding renewal term.

2. **Statement of Work.** Supplier agrees to provide merchandise and/or services as detailed in Exhibit A attached hereto and incorporated herein by this reference (the “SOW”).

3. **Method of Engagement.** When a need arises for the Merchandise and/or Services detailed in Exhibit A, Rutgers shall issue a Purchase Order to Supplier, referencing this Agreement.

4. **Fees and Expenses.** Conditioned upon the performance of the SOW as specified in each Purchase Order, Rutgers agrees to pay Supplier total fees and expenses as detailed in Exhibit B attached hereto and incorporated herein. The Fees and Expenses detailed in Exhibit B represent Rutgers’ financial commitment to Supplier for performance of the SOW, applicable taxes, and other obligations under this Agreement.

5. **Purchase Order.** Supplier acknowledges and agrees that absent a properly issued Rutgers Purchase Order, this Agreement does not in and of itself represent an authorization to commence work, nor is it a commitment by Rutgers to pay Supplier any fee.

6. **Terms and Conditions.** This Agreement shall conform in all material respects to the terms and conditions set forth in Exhibit C, attached hereto and incorporated herein by this reference (the “Terms and Conditions”). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Terms and Conditions.

This Agreement constitutes the entire understanding between the Parties. This Agreement shall not be binding unless executed below by the Parties. Any variance from or addition to the Statement of Work, Fees and Expenses, or Terms and Conditions of this Agreement in any present or future invoice, or other document delivered by Supplier will be void and of no effect unless agreed to in writing by Rutgers.

IN WITNESS WHEREOF, each Party has executed this Agreement by their duly authorized representatives on the date set forth below:

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**

By: /s/ J. Michael Gower  
Name (print): J. Michael Gower  
Title: Executive Vice President and Chief Financial Officer  
Date: 2/17/2021 | 10:49:12 AM EST

**VTS TRAVEL ENTERPRISES INC, dba DIRECT TRAVEL**

By: /s/ Sam DeFranco  
Name (print): Sam DeFranco  
Title: President  
Date: 2/15/2021 | 8:37:08 AM PST
STATEMENT OF WORK

Provide the details regarding the proposed Statement of Work (SOW). If all or part of the details are provided on Supplier’s letterhead, indicate “see attached” in each appropriate section below, and attach the documentation hereto, which shall be incorporated herein.

<table>
<thead>
<tr>
<th>Name(s) and contact information for the Rutgers’ personnel responsible for accepting the deliverables:</th>
<th>Name(s) and contact information for the Supplier’s personnel responsible for performing the services:</th>
</tr>
</thead>
<tbody>
<tr>
<td>RUTGERS BUSINESS UNIT: Procurement Travel Services</td>
<td>SUPPLIER NAME: VTS Travel Enterprise Inc, dba Direct Travel</td>
</tr>
<tr>
<td>CONTACT NAME: Anne Gutsick</td>
<td>CONTACT NAME: Ralph Sia</td>
</tr>
<tr>
<td>PHONE: 848-932-2918</td>
<td>PHONE: 201-697-9202</td>
</tr>
<tr>
<td>EMAIL: <a href="mailto:afg59@finance.rutgers.edu">afg59@finance.rutgers.edu</a></td>
<td>EMAIL: <a href="mailto:rsia@dft.com">rsia@dft.com</a></td>
</tr>
</tbody>
</table>

| Start Date of Engagement: February 1, 2021 | End Date of Engagement: January 31, 2026 |

Detailed description of the services to be performed, including location:

**Nature and Scope of Project**

Supplier will provide a travel program for General Campus Travel (excluding Athletics) for Rutgers, The State University of New Jersey.

Supplier will work under the direction of the University Procurement Services Travel and Expense Office to provide experienced travel counselors to handle all Rutgers business travel.

Supplier personnel will perform travel services for all of Rutgers’s faculty, staff, students and invited guests, excluding Athletics (collectively, "Rutgers Travelers"), including, but not limited to, arrangements of domestic and international air travel, rail travel, hotel reservation bookings, car rental bookings, such additional services as requested by Rutgers and agreed to by Supplier, and all support services, such as ticketing and ticket delivery, required in connection with the performance of such travel services (collectively referred to as "Travel Services"). Travel Services will be performed by Supplier in the United States, pursuant to the financial arrangement set forth in Exhibit B.

Supplier will provide a 24-hour emergency travel service for all Rutgers Travelers for travel emergencies after business hours and on weekends.

Supplier will provide ongoing assistance with policy enhancements and implementation through various means.

Supplier will arrange quarterly meetings with Rutgers representatives to discuss client satisfaction and cost savings opportunities as well as budgeting for ongoing expenditures. Supplier will continuously and proactively manage the Rutgers travel program to effectively contain and minimize costs and to enhance the Travel Services provided and Rutgers’s travel program.

**Reporting**

Supplier will provide all consolidated booking data within Supplier’s environment as well as any additional agency suppliers supporting Rutgers under agreement (i.e., Athletics).

Supplier will provide consolidated data for all booked data within Supplier’s environment.

Supplier will provide Rutgers with mutually agreed upon reports from its standard reporting library on a mutually agreed upon time frame. In the event that Rutgers requests any modified or customized reports which fall outside of Supplier’s standard reporting library, the ad-hoc report requested will be provided at no charge.

Supplier will provide PRISM and ARC consolidated market share and volume reporting to the airlines as required under any Rutgers airline contracts.

Supplier will process and monitor ticket refunds and voids for Rutgers Travelers to ensure timely handling.

Supplier will assist with better tracking of expenses, generating reports for analysis to consider additional savings and for budgeting / forecasting purposes.
Implementation

Supplier will provide an internet-based travel site for Rutgers (the "Site") powered by Concur for use by Rutgers Travelers under a reseller agreement during the initial implementation. Supplier will provide assistance with the implementation, training, user support and ongoing maintenance with Concur Travel as required and requested by Rutgers.

Supplier will provide Rutgers with the same high level of fulfillment service in managing SAP Concur Travel whether it is contracted directly from SAP Concur Travel or through a reseller agreement. Regardless of the decision chosen by Rutgers, there will be no difference in the administration of the tool.

Supplier agrees to fully implement Rutgers within 12 weeks following the first implementation call (the “Go Live Date”), subject to the conditions set forth below. In the event that Supplier does not meet the above implementation timeline, Supplier shall pay Rutgers $10,000 (the “Implementation Penalty”).

Notwithstanding the above, it is understood by the parties hereto that Rutgers itself is responsible for and must perform certain obligations during implementation, including, but not limited to: (i) sending Supplier accurate and complete profile information 60 days prior to the Go Live Date, (ii) sending Supplier a finalized travel policy 90 days prior to the Go Live Date, (iii) sending Supplier the form of payment for all Rutgers Travelers 60 days prior to the Go Live Date, and (iv) sending Supplier the current negotiated vendor contracts 60 days prior to the Go Live Date. It is further understood that implementation by the Go Live Date is also dependent on multiple third parties, including, but not limited to the online booking tool provider and various travel suppliers (i.e., airlines, hotels, etc.). In the event that Rutgers or any such third party does not meet these obligations referenced above (and as detailed further during implementation in the timeline provided by Supplier), Supplier shall not be responsible for the Implementation Penalty.

Supplier agrees to provide all necessary resources, at no additional cost to Rutgers, to support the migration to a Concur direct agreement in a 2 phased launch; to include the Business Process Requirements (BPR) Guidelines as established as a result of a University initiative to align workflows and processes for Travel, Payment and Expense.

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Detailed list of deliverables (e.g., report, presentation, data analysis, drawings, etc.), including any milestones:

**Services Delivery**

- Supplier will provide 3 training sessions and 1 complimentary recording per year for Concur Travel.
- Supplier will provide Concur Training materials to include but not limited to FAQ’s and other guides customized to the requirements of Rutgers.
- Supplier will provide a communication strategy and support for deployment of new program.
- Supplier will provide site support to the end users and continued site maintenance of Concur Travel to include frequent updates and enhancements. Supplier will inform Rutgers of all releases and updates that would benefit Rutgers, enhance the users’ experience, and drive compliance.
- Supplier will work with Rutgers to ensure the proper application of the unused tickets that resulted from Covid-19 pandemic. The assigned Account Manager will be the point person to assist with this task.

**Service Delivery for Supplier’s Rutgers’ Manager:**

- Supplier will: Manage Rutgers relationship
- Supplier will: Plan and execute quarterly and annual strategic business review. Create actions for deficiencies
- Supplier will: Provide support financials (includes billing & payment)
- Supplier will: Measure and Achieve Customer Satisfaction
- Supplier will: Demonstrate and communicate the value the travel agency provides to the Rutgers
- Supplier will: Manage and Report to Service Level Agreements (SLAs)
- Supplier will: Assist with Crisis Management plans and tracking of travelers
- Supplier will: Primary contact for all reporting and MI data requirements; and root cause analysis
- Supplier will: Assist with all Ad Hoc Report Requests
- Supplier will: Primary contact for all technology solutions to include OBT, Mobile Apps., and Pre-Trip Approval solutions.
- Supplier will: Provide support and training to users on technology solutions as required
- Supplier will: Demonstrate and communicate the value of Online Booking Tools and other technology solutions.
- Supplier will: Continually review Travel Products and Services and enhancements. Review with Rutgers regularly
Study Abroad and Student Travel

- Supplier will align with trusted suppliers and vendor partners on the ground throughout the world to support Rutgers Study Abroad and Student Travel.
- Supplier understands that flexibility and affordability are key when planning student travel. And will rely on their relationships and negotiating power with their vendor partners to drive costs down.
- Supplier’s advisors will research and recommend alternative routes, itineraries, dates or suppliers when it makes sense in order to get the lowest prices.

Streamlining workflow process

- Supplier will assist with automating a pre-trip approval process in accordance with Rutgers stated policy requirements.
- Supplier will assist in implementing restrictions which would proactively assist faculty, staff, students and invited guests during the time of making a reservation, rather than waiting for the approver to identify any noncompliance issue.

Maximizing value of hotel and airline bookings

- Low Fare Airline Guarantee
  - Supplier guarantees the lowest available airfare on the exact carrier, on the exact same day and time, in compliance with Rutgers applicable travel policies or we will refund the difference.
  - If a Rutgers University traveler or another designated representative, after booking an itinerary either with a travel advisor or on the approved Rutgers online booking tool, finds a lower fare on the same itinerary in compliance with Rutgers travel policy, a copy of the lower fare (itinerary screen shot and copy of the confirmation page-do not purchase) must be emailed to Rutgers@dt.com. A confirmation of receipt will be sent to acknowledge low fare claim. All fare quotes must include the Rutgers total fare cost inclusive of taxes and credit card Fees (where applicable) so that the guarantee accounts for these incremental charge exclusions.
  - Once the inquiry has been received by the Supplier’s customer service representative, it will be reviewed and if the fare was not offered, and is available for purchase, Supplier will communicate directly with individual requesting the fare review to advise of status of request. If Supplier fails to give Rutgers the lower fare, Supplier will then issue a refund of the difference of the ticket price in the form of the payment used to purchase the original ticket, or a credit on the Suppliers’ monthly billing statement to Rutgers, within 30 days of the charge.

- Supplier will track existing spend to leverage savings via consolidating options/direct agreements.
- Supplier guarantees use of supplier hotel contracts if none exist at Rutgers, and if contracts exist, then best rate between supplier’s rates and Rutgers’s will be utilized.
- Supplier will provide faculty, staff, students and invited guests access to Supplier’s Premier Hotel Program
- Technology – Deploy Fare Assurance (Yapta) and Hotel Rate Shop (TRIPBAM)
In year 2, the incentive will be reconciled and calculated based on the actual volume in year 1 and will be available for use at the beginning of year 2. Years 3 and 4 follow the same calculations.

In year 5 and final year of the contract term, incentive will be reconciled and calculated based on year 4 volume and will be available for use at the beginning of year 5.

Any unused soft dollar incentives may be carried over to a subsequent period as long as the carry over balance does not exceed 50% of what was earned during that period as long as our airline partnership agreements are active.

Should Rutgers volume trend higher than the previous periods performance, Direct Travel will reevaluate the incentive payout for that period to determine if a higher incentive payout was achieved. Direct Travel would apply the additional achieved earnings to the current period. During your reviews with your account manager, volume performance will be reviewed at that time.

Protecting Travelers’ Security

- Supplier will Conduct all travel bookings through Concur online booking tool/travel counselors and ensure university-wide compliance is in accordance with policy so travelers can be readily located in an event of a crisis
- Supplier will assist with urgent changes to bookings
- Supplier will provide after-hours assistance (24/7) and emergency services
- If Supplier receives notification, Supplier will notify travelers in advance of airport closure, canceled or delayed flights, and or any changes affecting the traveler.
- Supplier will provide additional information for regional/international travel such as:
  - Health warnings
  - Weather forecasts
  - Visa information
  - Travel alerts
  - Location of hotels and restaurants
  - Rules and procedures of the airports
  - Airline baggage policy
  - Vaccinations
  - Electronic voucher retrieval via web and smart phones
  - SMS notifications for travel confirmations
  - Travel audits

Continuous Improvement

Supplier will engage in Rutgers Supplier Relationship Management (SRM) program, throughout the Term. This program is focused on continuous improvement, value generation and customer centric optimization. Examples include but are not limited to, identifying travel experience improvements, collaborating to improve process, and providing monthly usage reports. Supplier will identify and make recommendations for cost savings. Supplier will commit to this SRM program and provide a performance scorecard to include Service Level Agreement terms.

Rutgers Obligations

- Business travel costs are solely the responsibility of Rutgers or its employees and may not be re-billed to Supplier other than as specifically provided herein
- Rutgers shall provide Supplier with a copy of Rutgers's written travel policy, as well as copies of all contracts with airlines, hotels, rental car companies and any other travel service providers, provided the contracted Suppliers give consent.
- Rutgers shall establish a company policy that encourages Rutgers Travelers to utilize Supplier for Travel Services in connection with Rutgers’s business
- Supplier shall not be responsible for travel booked by a terminated or unauthorized Rutgers Traveler, except if Supplier had actual knowledge that the Rutgers Traveler was no longer employed or authorized to utilize the services. Rutgers shall use its best efforts to make Supplier aware of Rutgers Travelers’ terminations and additions so that only authorized travelers will have access to the Travel Services.
MASTER SERVICE AGREEMENT

FEES & EXPENSES
Rutgers agrees to pay Supplier a fee, detailed below, the total amount due upon completion of all Services and acceptance of all deliverables, unless the Parties agree to a payment schedule detailed below. If all or part of the details are provided on Supplier’s letterhead, indicate “see attached” in each appropriate section below, and attach the documentation hereto, which shall be incorporated herein.

<table>
<thead>
<tr>
<th>TOTAL FEE TO BE PAID:</th>
<th>$ SEE ATTACHED: EXHIBIT B – THE PRICING SHEET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Payment Schedule (if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>Payment 1</td>
<td>Due Date:</td>
</tr>
<tr>
<td>Payment 2</td>
<td>Due Date:</td>
</tr>
<tr>
<td>Payment 3</td>
<td>Due Date:</td>
</tr>
</tbody>
</table>

☐ Rutgers DOES NOT AGREE to separately reimburse Supplier for any expenses.

OR

☒ Rutgers only agrees to reimburse Supplier or its consultants for travel related expenses if the travel has been pre-approved in writing by Rutgers and documented in accordance with Rutgers Travel and Business Expense Policy. Supplier shall provide Rutgers with the travel expense detail, including original receipts (when possible) for reimbursement of actual expenses incurred.

IN WITNESS WHEREOF, each Party has executed this Agreement by their duly authorized representatives on the date set forth below:

VTS TRAVEL ENTERPRISE INC. dba DIRECT TRAVEL

By: Sign

Sam DeFranco
Name (print):

President
Title:

Date: 2/15/2021 | 8:37:08 AM PST

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

By: Sign

J. Michael Gower
Name (print):

Executive Vice President and Chief Financial Officer
Title:

Date: 2/17/2021 | 10:49:12 AM EST
<table>
<thead>
<tr>
<th><strong>Direct Travel Pricing EXHIBIT B</strong></th>
<th>Final Price</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td><strong>Offline Air/Rail Transactions:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offline - Air and Rail Transaction (domestic and international)</td>
<td>$18.00</td>
<td>per pnr*</td>
</tr>
<tr>
<td><strong>Offline Air/Rail Transactions:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offline - Air or Rail Refunds</td>
<td>$-</td>
<td>no charge</td>
</tr>
<tr>
<td>Offline - Exchange Supplemental Fee for Air or Rail</td>
<td>$18.00</td>
<td>new ticket fee applies</td>
</tr>
<tr>
<td>Offline - Void Air or Rail Transaction</td>
<td>$-</td>
<td>no charge</td>
</tr>
<tr>
<td>Offline - Revalidation Air or Rail Transaction</td>
<td>$18.00</td>
<td>new ticket fee applies</td>
</tr>
<tr>
<td><strong>Offline Hotel Transactions:</strong></td>
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<tr>
<td>Offline - Hotel Bookings with Air or Rail Transaction</td>
<td>Included</td>
<td>booked w/air, rail</td>
</tr>
<tr>
<td>Offline - Hotel Bookings without Air or Rail Transaction</td>
<td>$5.60</td>
<td>per pnr</td>
</tr>
<tr>
<td>Offline - NON GDS Hotel &amp; Car</td>
<td>$5.60</td>
<td>per pnr</td>
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<tr>
<td><strong>Offline Car Transactions:</strong></td>
<td></td>
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<tr>
<td>Offline - Car Bookings with Air or Rail Transaction</td>
<td>Included</td>
<td>booked w/air, rail</td>
</tr>
<tr>
<td>Offline - Car Bookings without Air or Rail Transaction</td>
<td>$5.60</td>
<td>per pnr</td>
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<tr>
<td>Offline - Ground Service without Air Transaction</td>
<td>$10.00</td>
<td>Limo service</td>
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<tr>
<td>Offline - Ground Service Associated with Air Transaction</td>
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<td>Limo service</td>
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<td><strong>Online Air/Rail Transactions:</strong></td>
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<tr>
<td>Online-PNR Creation Fee</td>
<td>$-</td>
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<td>Online-Touchless - Air or Rail Transaction</td>
<td>$4.00</td>
<td>OBT Reseller</td>
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<td>Online-Touchless - Air or Rail Transaction</td>
<td>$3.00</td>
<td>OBT Direct</td>
</tr>
<tr>
<td>Online-Touched/Counselor Assisted Air or Rail Transaction</td>
<td>$10.00</td>
<td>Ticket issued</td>
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<tr>
<td><strong>Online Air/Rail Transactions:</strong></td>
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<td></td>
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<tr>
<td>Online-- Air and Rail Refunds</td>
<td>$-</td>
<td>Included</td>
</tr>
<tr>
<td>Online-- Exchange Fee</td>
<td>$4.00</td>
<td>new ticket fee applies</td>
</tr>
<tr>
<td>Online-- Void</td>
<td>$-</td>
<td>Included</td>
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<tr>
<td><strong>Online-Hotel Transactions:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Online- Hotel Bookings with Air or Rail Transaction</td>
<td>$-</td>
<td>booked w/air, rail</td>
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<tr>
<td>Online-Hotel Bookings without Air Transaction</td>
<td>$2.50</td>
<td>per pnr</td>
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<tr>
<td>Online-Touchless - Non-GDS Hotel Transaction</td>
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<td>per pnr</td>
</tr>
<tr>
<td><strong>Online-Car Transactions:</strong></td>
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<tr>
<td>Online - Car Bookings with Air or Rail Transaction</td>
<td>$-</td>
<td>Included</td>
</tr>
<tr>
<td>Online - Car Bookings without Air Transaction</td>
<td>$2.50</td>
<td>per pnr</td>
</tr>
<tr>
<td><strong>Online-Support and Ancillary Fees:</strong></td>
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<td></td>
</tr>
<tr>
<td>Online - Offline PNR access within Booking Tool</td>
<td>$-</td>
<td>Included</td>
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<tr>
<td>Online - OBT Hosting or Site Fees</td>
<td>$-</td>
<td>Included</td>
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<tr>
<td>Online - Navigational Support - Level 1</td>
<td>$-</td>
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<tr>
<td>Online - User Support - Level 2</td>
<td>$-</td>
<td>Included</td>
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<tr>
<td>Online - Site Management Support - Level 3 per hour</td>
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<tr>
<td>Online - Ongoing Training and Support</td>
<td>$-</td>
<td>3 webs sessions +1 recording per yr</td>
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<tr>
<td>Online - Data Uploads into OBT</td>
<td>$-</td>
<td>included</td>
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<tr>
<td>Concur Direct Connect PNRs</td>
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<td>OBT Reseller - per pnr</td>
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<tr>
<td>Concur Direct Connect PNRs</td>
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<td>OBT Direct - per pnr</td>
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<tr>
<td><strong>Value Added Service - Reservation &amp; Delivery</strong></td>
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<tr>
<td>After Hours Service Calls per call</td>
<td>$20.00</td>
<td>8pm-8am ET + weekend</td>
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<tr>
<td>International Rate Desk</td>
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<tr>
<td>POS Fees</td>
<td>n/a</td>
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</tr>
<tr>
<td>Visa Application Fee</td>
<td>n/a</td>
<td>3rd party fees apply</td>
</tr>
<tr>
<td>Passport Fees</td>
<td>n/a</td>
<td>3rd party fees apply</td>
</tr>
<tr>
<td>Processing of Upgrades</td>
<td>$20.00</td>
<td>related trx fees apply</td>
</tr>
<tr>
<td>After Hours Issuance of bookings</td>
<td>$20.00</td>
<td>per call + trx fee</td>
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<tr>
<td>Technology Solutions and Processes</td>
<td></td>
<td></td>
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<tr>
<td>------------------------------------------------------------------------</td>
<td>------------------</td>
<td></td>
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<tr>
<td>Post and Pre-Trip Reporting Solution</td>
<td>$ -</td>
<td></td>
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<tr>
<td>Reporting Dashboard</td>
<td>Direct Data</td>
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<td>Financial Summaries and agency settlement report</td>
<td>Direct Data</td>
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<td>Data Aggregation Solution - agency/card/expense/preferred suppliers</td>
<td>Direct Data</td>
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<tr>
<td>Traveler Tracking Solution (Security)</td>
<td>Mantic Point</td>
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<td>Messaging Center (monthly)</td>
<td>$ 200.00 Per Month</td>
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<tr>
<td>Trip Disruption Services</td>
<td>Service Technologies</td>
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<tr>
<td>Approval Workflow Solution / Pre-Trip Approval Level 1</td>
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<tr>
<td>Pre-Trip Approval (multi-level) per booking</td>
<td>$ 0.75 2nd level - per pnr</td>
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<tr>
<td>Profile Management Tool</td>
<td>OBT, Sureware</td>
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<tr>
<td>Unused Ticket Tracking Solution</td>
<td>Ontrack</td>
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<td>Quality Control - Automated</td>
<td>Compleat</td>
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<td>Invoice Delivery Solution</td>
<td>Direct2U</td>
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<td>Mobile Applications</td>
<td>Direct2U Mobile</td>
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<tr>
<td>Air Fare Reshop solution (Continual search for lower fares)</td>
<td>35% of savings Yapta</td>
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</tr>
<tr>
<td>Hotel Rate Reshop (Continual search for lower rates)</td>
<td>35% of savings TRIPBAM</td>
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<tr>
<td>Meetings Registration Solution</td>
<td>TBD Cvent, Creative Edge</td>
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<tr>
<td>Chat Functionality</td>
<td>Simon</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Governance &amp; Support</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Manager</td>
<td>$ - included</td>
</tr>
<tr>
<td>Director, Strategic Account Management</td>
<td>$ - included</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>$ - included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ancillary Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NDC Content - Non GDS Air/Rail Surcharge</td>
<td>$ 15.00 per transaction</td>
</tr>
<tr>
<td>VIP Surcharge</td>
<td>$ 20.00 per transaction</td>
</tr>
<tr>
<td>Direct Travel Technology Helpdesk Support</td>
<td>$ 5.00 per call</td>
</tr>
<tr>
<td>Credit Card Reconciliation (per credit card)</td>
<td>$ 250.00 monthly</td>
</tr>
<tr>
<td>Customized Reporting</td>
<td>$ 125.00 per hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Value Add Services (Enhanced Products &amp; Services)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Messaging</td>
<td>$ 0.75 per message</td>
</tr>
<tr>
<td>Data Transfer</td>
<td>TBD priced to scope</td>
</tr>
<tr>
<td>Concierge</td>
<td>$ 85.00 per transaction</td>
</tr>
<tr>
<td>Hotel Consulting</td>
<td>per hotel priced to scope</td>
</tr>
<tr>
<td>Hotel Billback - Automated (Virtual Card Payment Tech)</td>
<td>$ 0.75 per transaction</td>
</tr>
<tr>
<td>Hotel Billback - Automated (Development)</td>
<td>$ 125.00 per hour</td>
</tr>
<tr>
<td>Hotel Billback - Manual Process</td>
<td>$ 20.00 per request</td>
</tr>
</tbody>
</table>

* PNR = Passenger Name Record
UNIVERSITY PROCUREMENT TERMS AND CONDITIONS

STANDARD TERMS INCORPORATED INTO ALL PURCHASE ORDERS

1. DEFINITIONS
1.1. “Agreement” means a single integrated accord between the Parties evidenced by one of the following sets of documents: (i) a Master Service Agreement, any amendment thereto, any related Statement of Work and Purchase Order and the Terms & Conditions; (ii) a Service Agreement, any amendment thereto, any related Purchase Order and the Terms & Conditions; or (iii) a Purchase Order and the Terms & Conditions.
1.2. “Merchandise” means goods, products, materials or supplies.
1.3. “Party” means either Rutgers or Supplier, while “Parties” means both Rutgers and Supplier.
1.4. “Purchase Order” or “PO” means the document issued by Rutgers which defines the services, merchandise and associated fees.
1.5. “Rutgers” means Rutgers, The State University of New Jersey and any school, institute, unit or controlled affiliate thereof.
1.6. “Rutgers Confidential/Proprietary Information” means data, records, accounts, and other information regarding Rutgers, and its affiliates, that become known to Supplier, or is generated by Supplier through its activities hereunder, including Services and deliverables, information regarding Rutgers and its affiliates’ operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans.
1.7. “Services” means design, engineering, installation, testing, evaluation, training, maintenance, repair, management, consulting, data analysis or any other services necessary to fulfill Supplier’s obligations under this Agreement, including any deliverables resulting from said services.
1.8. “Statement of Work” or “SOW” shall mean the specifications, qualities, nature, type, properties, amounts and other descriptions of and requirements for Merchandise or Services provided by Supplier.
1.9. “Subcontractor” shall mean a third-party contracted by Supplier to perform the Services, but expressly excluding in the definition any third-party travel suppliers including but not limited to airlines, hotels, car/limo services, online booking tools, or GDS platforms.
1.10. “Supplier” means any seller furnishing Merchandise or Services to Rutgers.
1.11. “Terms & Conditions” means these Rutgers University Procurement Terms and Conditions
1.12. “Work Product” means all, reports, training manuals or processes, improvements, designs, trade secrets, works of authorship whether or not fixed in a tangible medium of expression and other information and know-how made, discovered or developed by Supplier either alone or in conjunction with any other person or entity during the term of this Agreement as outlined in the applicable SOW

2. RULES OF PRECEDENCE
Any conflict or inconsistency between the documents that comprise this Agreement shall be resolved in the following order: (1) any Amendment to this Agreement; (2) this Agreement; (3) the SOW; (4) properly executed agreement provided by Supplier; (5) the Purchase Order(s); (6) the Terms & Conditions; and (7) any other document(s) thereafter. The terms and conditions of this Agreement shall prevail over any conflicting terms set forth by Supplier unless Rutgers agrees in writing to the alternate terms and conditions. All terms and conditions of this Agreement shall prevail over the Uniform Commercial Code (UCC) Article 2.

3. OFFER AND ACCEPTANCE
Any term or condition in any offer, invoice, or other document issued by Supplier that modifies, adds to, or changes these terms and conditions is rejected and will not be part of the Agreement unless agreed by Rutgers in writing, and signed by the duly authorized signatory as per the Rutgers signatory matrix. If an offer issued by Supplier is referenced in a PO, it is hereby included and made part of the PO only to the extent of specifying the nature of the Merchandise or Services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with these Terms & Conditions. Supplier should not fulfill its obligations under an Agreement with Rutgers without a Purchase Order Number. By fulfilling a Rutgers Purchase Order,
UNIVERSITY PROCUREMENT TERMS AND CONDITIONS

Supplier agrees to furnish the Merchandise or Services covered by the PO and to be bound by and to comply with these Terms & Conditions. This Agreement shall be deemed accepted if Supplier: (1) commences Services; (2) ships all or part of the Merchandise ordered in a PO; or (3) gives any other expression of acceptance of the Terms and Conditions hereof. Rutgers reserves the right to revoke the PO at any time before acceptance by Supplier.

4. PAYMENT
4.1. Payment. Rutgers shall pay undisputed invoices within forty-five (45) days of receipt of Supplier’s invoice. If any portion of the Merchandise or Services does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by Rutgers until the nonconformity is corrected. Additional charges of any kind, but not limited to, charges for boxing, packing, transportation, insurance, or container charges, will be allowed unless specifically agreed to in writing by Rutgers. Invoices must be sent directly to Rutgers Accounts Payable at accountspayable@finance.rutgers.edu with the Purchase Order number clearly identified on the invoice. Invoices submitted without a valid Rutgers PO number will not be processed.

4.2. Taxes. Rutgers is generally not subject to any sales or excise taxes. Taxes are not to be included in any quotations or invoices to Rutgers unless applicable. Suppliers can find additional Rutgers tax information at http://uco.rutgers.edu/tax-services. Upon request, Rutgers will issue an exemption certificate to Supplier.

4.3. Royalties and Other Fees. Unless agreed upon by the Parties in writing, any fees, such as royalties (e.g., BMI, ASCAP, SESAC) or union dues, which may be required in connection with or as a result of this Agreement are the sole responsibility of Supplier.

5. TERMINATION
5.1. Termination for Convenience. Rutgers may terminate this Agreement in whole or in part at any time without cause upon at least thirty (30) days written notice to Supplier. If this Agreement is a subcontract (with Rutgers being the contractor to another party, and Supplier being Rutgers’ subcontractor), then Rutgers may immediately terminate this Agreement upon written notice to Supplier if the prime contract is terminated for any reason. If Rutgers terminates this Agreement without cause, Rutgers will promptly pay Supplier for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.

5.2. Termination for Cause. Either Party may terminate this Agreement upon at least 30 days written notice to the other Party, for breach of this Agreement by the other Party, unless during such notice period, the Party fully cures the breach to the other Party’s reasonable satisfaction.

5.3. Immediate Termination. Rutgers shall have the right to terminate immediately: (i) upon the institution by or against Supplier of insolvency, receivership or bankruptcy proceedings or any other proceeding for the settlement of debts; (ii) upon Supplier making an assignment for the benefit of creditors; (iii) upon Supplier’s dissolution or ceasing to do business or (v) as set forth in Section 7.2 of these Terms & Conditions.

5.4. Continuing Obligations. In the event of expiration or termination of this Agreement for any reason, or at any time upon Rutgers’ request, Supplier will: (i) immediately return to Rutgers any Rutgers proprietary materials and information in Supplier’s possession or control, including, without limitation all Rutgers Confidential/Proprietary information and any deliverables then under development, except this requirement shall not apply to the extent that Supplier is required by any applicable law to retain some or all of the Confidential/Proprietary information, or such Confidential/Proprietary information it has archived on back-up systems, in which event Supplier shall securely isolate and protect the Confidential/Proprietary Information from any further use or processing except to the extent required by such law; and (ii) at Rutgers’ request, cooperate with Rutgers in the transition of the work performed under this Agreement to Rutgers or its designee.

5.5. Limitation of Damages. Rutgers’ liability and Supplier’s recovery for any damages arising out of the termination of any part of this Agreement shall be limited to the lesser of (i) the reasonable costs incurred by Supplier prior to such termination; or (ii) the balance remaining for this Agreement.
6. CONFIDENTIAL OR PROPRIETARY INFORMATION

6.1. Supplier’s Obligations. Supplier shall treat as confidential all Rutgers Confidential/Proprietary information. Supplier’s confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Rutgers Confidential/Proprietary Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law. Supplier will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein. Supplier shall not disclose to Rutgers, nor induce Rutgers to use any proprietary, secret or confidential information or material belonging to others, including any current or former employers or persons with whom Supplier has had a consulting arrangement.

6.2. Rutgers’ Obligations. Rutgers shall treat as confidential all of Supplier’s proprietary methodologies, software and materials that Supplier provides to Rutgers hereunder and which are marked “Confidential” or “Proprietary,” or information, methodologies, software, materials or data which Supplier discloses to Rutgers orally or in writing, and which is not generally made available to the public at large. In no event will Supplier’s Confidential/Proprietary Information be deemed to include any Rutgers Confidential/Proprietary Information.

6.3. Mutual Obligations. During and after the term of this Agreement, neither Party will use nor disclose the other Party’s Confidential/Proprietary Information, except for the purpose of providing, receiving or using the Merchandise or Services in accordance with this Agreement, or as may be required by law, regulation or court order.

6.4. Exceptions. The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving Party prior to such Party’s receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving Party, (iii) is acquired from a third-party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing Party’s Confidential/Proprietary Information. Except as otherwise required by applicable laws or regulations, including but not limited to, the New Jersey Open Public Records Act, the Parties agree to, and to cause their respective affiliates to, keep confidential all non-public information relating to this Agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1. Authority to Execute. Rutgers and Supplier hereby represent, warrant and guarantees that each Party has the legal capacity to execute and perform this Agreement.

7.2. Debarment. Supplier represents, warrants and guarantees: (i) that it is not debarred, suspended, proposed for debarment, or declared ineligible by any State or Federal agency; (ii) that the execution and performance of this Agreement by Supplier does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity or regulatory agency binding on Supplier; (iii) that Supplier knows of no reason why Supplier is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (iv) that it does not have any non-disclosure, confidentiality, non-competition or other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement. In the event Supplier becomes debarred or learns that a person performing on its behalf under this Agreement has been debarred or has become subject of debarment proceedings, Supplier shall promptly notify Rutgers and Rutgers shall have the right to immediately terminate this Agreement without penalty.

7.3. Conflict of Interest. Supplier represents, warrants and guarantees that there exists no actual, potential or appearance of conflict between Supplier and Rutgers. Furthermore, Supplier represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of value, to any officer, employee, or faculty member of Rutgers as an inducement to enter into or renew this Agreement. Supplier will notify Rutgers in writing of any change in conditions that might give the appearance of a conflict of interest.
7.4. Services. Supplier represents, warrants and guarantees that any Services provided under this Agreement shall be: (i) conducted in a timely manner, and in accordance with the Agreement, applicable law and university policy; (ii) correct and appropriate for the purposes contemplated in this Agreement and befitting an institution of higher learning; and (iii) provided in a skillful, workmanlike and highly professional manner and consistent with generally accepted industry practices and procedures. Supplier will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services. Supplier warrants that the Services will not infringe or misappropriate the rights of any third-party, and that Supplier has all power and authority to convey ownership of the Services to Rutgers in accordance with this Agreement.

7.5. Malware. Supplier represents, warrants and guarantees that any deliverables resulting from the Services do not include, and that any method of transmitting said deliverables to Rutgers will not introduce, any program, routine, subroutine, or data (including malicious software or "malware," viruses, worms and Trojan Horses) that are designed to disrupt the proper operation of the deliverables or any other software or system used by Rutgers, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause the deliverables resulting from the Services or any system or software used in connection therewith to be destroyed, damaged or rendered inoperable.

7.6. Merchandise. Supplier represents, warrants and guarantees that any Merchandise provided under this Agreement shall be: (i) provided in accordance with the SOW and/or PO and correct and appropriate for the purposes contemplated in this Agreement; (ii) is fit for the purpose for which similar materials and articles are ordinarily employed; (iii) is free from defects in materials and/or workmanship, and merchantable; (iv) was not manufactured and is not being priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety; (v) will perform or be performed according to industry standards; and (vi) will not infringe or misappropriate the rights of any third-party. These warranties shall survive acceptance of and payment for the Merchandise and shall be in addition to any other warranties or service guarantee, express or implied, given by Supplier to Rutgers. Replaced and repaired goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

7.7. Equipment. Supplier represents, warrants and guarantees that any equipment provided under this Agreement shall be: (i) the manufacturer’s latest model in production; (ii) that parts are all in production and not likely to be discontinued; (iii) that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request may emanate within a 48-hour period; and (iv) that during the warranty period for such equipment the Supplier shall replace immediately any equipment which is rejected for failure to meet the requirements of this Agreement.

8. INDEMNIFICATION

Supplier will indemnify, hold harmless and defend Rutgers, its governors, trustees, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Supplier’s negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Supplier’s confidentiality obligations, or (iii) an infringement or misappropriation of any third-party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES.

Rutgers agrees to indemnify, defend, and hold harmless Supplier, its officers, directors, employees, members, volunteers, agents, successors, and assigns, from any and all against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs, and expenses arising out of or relating to Rutgers’ negligence or willful misconduct arising out of Rutgers’ performance under this Agreement.
UNIVERSITY PROCUREMENT TERMS AND CONDITIONS

9. INSURANCE
Supplier shall, and cause its subcontractors of any tier, to maintain, at its own cost and expense, the insurance policies described herein and submit to Rutgers prior to PO issuance as evidence thereof in the form of current certificates of insurance certifying all coverage. All policies and certificates of insurance, except workers' compensation, shall be endorsed to name Rutgers as an additional insured and provide for the insurer's waiver of subrogation in favor of Rutgers. Such coverage shall be deemed primary coverage irrespective of any insurance maintained by Rutgers. All policies and certificates shall contain the provision that the insurance shall not be cancelled for any reason, except after thirty (30) days written notice to Rutgers. Failure to maintain insurance coverage consistent with the provisions of this Section shall be considered a material breach of contract. The following insurance coverage is the minimum required and shall not relieve the Supplier of any liability: where liability for injury, death, and property damage is greater than the insurance coverage:

9.1. Commercial General Liability Insurance. Shall cover bodily injury, death or property damage with minimum combined single limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate with a $4 million umbrella policy. This policy shall include broad form contractual liability, products liability and completed operations coverage.

9.2. Workers' Compensation and Employer's Liability Insurance. Shall provide statutory coverage in accordance with the Workers' Compensation Laws of the State of New Jersey and Employers' Liability coverage with limits of not less than: $1,000,000 each employee for Bodily Injury by Accident; $1,000,000 each employee for Bodily Injury by Disease; and $1,000,000 Bodily Injury by Disease policy limit.

9.3. Business Automobile Liability Insurance. Shall cover all owned, non-owned and hired vehicles with a combined single limit of $1,000,000 each accident and in the aggregate.

9.4. Professional Liability or Errors and Omissions Insurance. Shall cover the work under this Agreement in the following amounts, $1,000,000 per claim, $3,000,000 in the aggregate.

9.5. Cyber/Privacy Liability Insurance. Shall cover the work under this Agreement with limits/sublimits not less than $1,000,000, which provides, at a minimum, coverage for: (i) Security and Privacy Liability, including defense and indemnity for liability and damages (including investigations, fines, and penalties) resulting from any failure to protect, misuse, misappropriation, unauthorized disclosure, or other breach of private information and personally identifiable information and Rutgers' data; and (ii) event management, including but not limited to data breach notification, public relations, forensics, credit monitoring, and related costs; arising from the Supplier's performance of services. In cases where protected health information (PHI), electronic protected health information (ePHI), electronic health records (EHR) or FERPA records are involved, insurance with limits/sublimits not less than $5,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from the Supplier's performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages. The Cyber/Privacy Liability insurance requirement can be satisfied by a stand-alone policy or by an endorsement to the Commercial General Liability or the Professional Liability/Errors & Omissions policy.

10. OWNERSHIP RIGHTS
10.1. Work Made for Hire. Supplier shall disclose promptly all Work Product to Rutgers. Supplier agrees that all Work Product made, discovered, developed, authored, prepared or conceived by Supplier in connection with the furtherance of this Agreement whether alone or in combination with another, whether or not on Rutgers' premises, shall belong solely and exclusively to Rutgers. To the extent permitted by law, Supplier acknowledges that no rights whatsoever in the Work Product are retained by Supplier including the right to prepare derivative works and that any work of authorship shall be deemed work made for hire.

10.2. Work Product Rights. Supplier agrees to and hereby does assign all right, title and interest in and to any Work Product to Rutgers, including any intellectual property rights attached to the work product. Rutgers shall have the right to apply for, prosecute, obtain, retain, and transfer any and all copyrights, trademarks, registrations, patents or any such similar right or property interest arising from or in connection with the Work.
UNIVERSITY PROCUREMENT TERMS AND CONDITIONS

Product. Supplier agrees to cooperate with and provide all reasonable assistance to Rutgers, its designees, assignees, or licensees in connection with the foregoing.

10.3. Supplier’s Rights. Notwithstanding the foregoing, Supplier will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Supplier will inform Rutgers in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Excluding any third-party intellectual property rights and products, Supplier hereby grants Rutgers a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Rutgers in the course of performing the Services, which shall be outlined in the applicable SOW, solely for Rutgers’ business use. With respect to third-party products and intellectual property, Supplier hereby grants Rutgers a limited, revocable, non-transferable, royalty-free, worldwide right and license to freely use the third-party products for the sole purpose of using the Services in accordance with the terms of this Agreement, which includes the right to have Rutgers’ end users access and use the web-based online booking tool solely for Rutgers’ internal business use during the Term.

10.4. Recording Rights. Solely with respect to artists, performers, or speakers, and subject to agreements entered into on behalf of such artists, performers, or speakers, Supplier grants to Rutgers a non-exclusive, non-transferable license and right to make an audio and/or video recording or photographic images of the services rendered, and to retain a copy of the audio, video and/or photographs for the purpose of archival records and certain personal use, such as educational, informational, advertising or other commercial use, provided such use does not result in direct monetary payment to Rutgers. Supplier hereby acknowledges and agrees that Rutgers shall be, and is, the sole owner of all rights, title and interest in and to the audio, video and/or photographs, including the copyright.

11. DELIVERY AND TITLE

11.1. Timely Delivery. Time is of the essence in Supplier’s performance of this Agreement. Rutgers is relying upon the promised delivery date, installation and/or service performance set forth in this Agreement and basic to Rutgers’ acceptance. If Supplier fails to deliver or perform as and when promised, Rutgers, in its sole discretion, may terminate this Agreement, PO, or any part thereof, without prejudice to its other rights, return all or part of any shipment made, and charge Supplier with any loss or expense sustained as a result of such failure to deliver or perform as promised.

11.2. Delivery. Delivery of Merchandise required by this Agreement must be made in the quantities specified by Rutgers. Unless otherwise agreed upon in writing, all Merchandise under this Agreement shall be delivered to Rutgers DDP (delivery duty paid) during Rutgers’ normal business hours. Unless otherwise agreed, items received must be new and, if type of materials normally packaged for protection and convenience in storage, shall be in proper container.

11.3. Ownership and Transfer. Supplier certifies that it has all power and authority to convey ownership of the Merchandise to Rutgers in accordance with this Agreement, that the Merchandise is free and clear of all liens and encumbrances, and that Supplier has a good and marketable title to same. Supplier agrees to defend and indemnify Rutgers for any liability and damages resulting from third party claims challenging Supplier’s or Rutgers’ title to the Merchandise.

11.4. Title and Risk of Loss; Inspection. Title to and risk of loss shall remain with Supplier until receipt by Rutgers, subject to Rutgers’ right of inspection and rejection in the event of nonconformance. For a reasonable time after delivery and before acceptance, Rutgers shall have the right to inspect and test the Merchandise. Rutgers shall notify Supplier if the Merchandise does not conform to this Agreement. At its sole option, Rutgers may return to Supplier any rejected Merchandise. Such rejected goods shall remain at Supplier’s risk until returned to Supplier at Supplier’s expense. Rutgers may, at its sole option, demand that Supplier promptly correct, repair or replace all nonconforming Merchandise at its sole expense. Payment for Merchandise by Rutgers prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Rutgers may against the Supplier.
12. COMPLIANCE WITH LAWS; CODES; RULES; REGULATIONS

12.1. Anti-Kickback Statute. Each Party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7(b) ("Anti-Kickback Statute"), or the federal prohibition on physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.


12.3. Additional Affirmative Action Requirements. If this Agreement is for $50,000 or greater and is for a goods or services contract as defined by N.J.A.C. 17:27 Exhibit A is incorporated herein by reference. Supplier is required to provide Rutgers with a copy of either a federally approved Affirmative Action program or a certificate of Employment Information Report. If neither federal form is available, the Supplier must provide a copy of a completed AA-302 form. Certificates must be mailed to University Procurement Services, Rutgers, The State University of New Jersey, Attn: Affirmative Action Administrator: 33 Knightsbridge Road, First Floor, Piscataway, NJ 08854.

12.4. Federal Funding. If this Agreement is funded by the federal government, Supplier is required to comply with all applicable federal laws, which are hereby incorporated by reference as if they were set forth herein, including, but not limited to all laws, regulations and rules. Procurements made with federal funds are subject to compliance with the standards and requirements as set for in 2CFR, Part 215, OMB Circular A-133, Paragraph 5. All procurement requirements contained in the above Circular are incorporated herein by reference.

12.5. ARRA Funding. If this Agreement is funded from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, Supplier is required to comply with all applicable laws, hereby incorporated by references as if they were set forth herein including, but not limited to the Davis-Bacon Act and Buy American Act.

12.6. Recovered Materials. If this Agreement is funded by the federal government, any goods (or services where applicable) delivered by Supplier must comply with the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 and must contain the highest percentage of recovered materials practical.

12.7. Patient Information. In the event that this Agreement involves access to patient care areas and/or access to or use of protected health information, Supplier agrees to execute a Rutgers’ Business Associate Agreement or Addendum, as required by the HIPAA Privacy Rule codified at 45 C.F.R. Part 160 and 164, which shall be obtained from the University Director of Privacy.

12.8 “Public Works” Projects. Any supplier awarded a Purchase Order by Rutgers for all “public works” projects, as defined by the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. ("PWA"), shall adhere to all requirements of the PWA. The PWA, N.J.S.A. 34:11-56.26(5), defines “public works” as “construction, reconstruction, demolition, alteration, custom fabrication, repair work, maintenance work, including painting and decorating.” Supplier guarantees that neither it nor any Subcontractor it might employ to perform Work covered by this Purchase Order has been suspended or debarred by the Commissioner of Labor and Workforce Development for violation of the provisions of the PWA. Supplier agrees that it shall comply with the provisions of the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, where required. Certified payroll records shall be submitted to Rutgers c/o the project manager for the project for
UNIVERSITY PROCUREMENT TERMS AND CONDITIONS

each payroll period within ten (10) days of payment of wages in accordance with N.J.A.C. 12:60-62. The Vendor is also responsible for obtaining and submitting all Subcontractors’ certified payroll records.

Building Services: With respect to any Purchase Order for “Building Services,” the employees of the Supplier or its Subcontractor shall be paid prevailing wage for “Building Service” rates, as provided in N.J.S.A. 34:11:56.60. N.J.S.A. 34:11:56.59 defines “Building Services” as “any cleaning or building maintenance work, including but not limited to sweeping, vacuuming, floor cleaning, cleaning of rest rooms, collecting refuse or trash, window cleaning, engineering, securing, patrolling or other work in connection with the care, securing or maintenance of an existing building.” The prevailing wage shall be adjusted annually during the term of this Purchase Order.

12.9 PCI Compliance. Credit Card Data (PCI-DSS Compliance) - Supplier certifies that their Information Technology practices conform to and meet Payment Card Industry Data Security Standard (PCI DSS) requirements as defined by The Payment Card Industry Security Standards Council (PCI SSC) at: https://www.pcisecuritystandards.org. Supplier will monitor these PCI DSS requirements and its own Information Technology practices and will notify Rutgers within five (5) business days if its IT practices do not conform to such requirements. If Supplier is unable to conform its Information Technology practices to the PCI DSS requirements within 30 days of its notification of nonconformity to Rutgers, Rutgers shall have the right to terminate this Agreement. Supplier will provide either a letter of certification to attest to meeting this requirement or, if subject to PCI DSS or Payment Application Data Security Standard (PA-DSS), appropriate validation documentation as defined by the PCI SSC.

Supplier agrees that it may (1) create, (2) receive from or on behalf of Rutgers, or (3) have access to, payment card records or record systems containing cardholder data including credit card numbers, cardholder names, service codes or expiration dates (collectively, the “Cardholder Data”) and shall accept responsibility for such Cardholder Data that Supplier has in its possession in accordance with PCI-DSS Requirement. Supplier shall comply with the Payment Card Industry Data Security Standard (PCI DSS) requirements for Cardholder Data that are prescribed by PCI SSC member card brands, as they may be amended from time to time (collectively, the “PCI DSS Requirements”). Supplier acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by PCI SSC member card brands, for purposes of the Agreement or as required by applicable law.

13. GENERAL TERMS

13.1. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of New Jersey. The Parties agree that any and all disputes arising out of this Agreement shall be filed and heard in the New Jersey Superior Court, Middlesex County or the United States District Court for the District of New Jersey, and the Parties hereto consent to the jurisdiction of said courts.

13.2. Collection, Attorney or Litigation. Fees that arise relating to this agreement; each party will be responsible for their own attorney, litigation, or collection fees. Each party will be responsible for their own arbitration and/or court cost no matter who is the prevailing party.

13.3. Independent Contractor. Supplier is an independent contractor, and nothing in this Agreement constitutes the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking or allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Furthermore, Supplier and its employees or agents, are not, and shall not be considered, employees of Rutgers. Supplier acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue for the Services, including expenses, if any, paid to Supplier as a result of services rendered to Rutgers. Further, Rutgers will not provide any medical, health, insurance or similar plans or workers’ compensation or any other benefit whatsoever to Supplier, its agents or employees. Supplier has no actual authority, nor shall the Supplier give the impression of having apparent authority, to bind or represent Rutgers with regard to any third-parties.
13.4. Subcontracting or Assignment. Supplier shall not assign, delegate or subcontract any of the work or Services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, without prior written approval of Rutgers. All subcontractors to Rutgers must meet Rutgers’ diversity and social responsibility practices.

13.5. Third Parties. This Agreement shall not confer any rights or remedies upon any third-party other than the Parties to this Agreement and their respective successors and permitted assigns.

13.6. Premises. Supplier shall confine its facilities, materials, tools and equipment in areas specified by Rutgers for that purpose, if applicable. Supplier shall on a daily basis and on completion of Services, clean up and remove all waste materials, rubbish, tools and machinery and leave adjoining premises, driveways and streets free and clear from all obstructions. At the completion of the Services, Supplier shall return Rutgers’ site to its original condition or as otherwise required in this Agreement. Damages to the premises caused by Supplier or their staff, either intentionally or through negligence, shall be paid for by the Supplier, deducted from the payment, or result in the payment being withheld by Rutgers.

13.7. Alcohol and Drugs. Intoxicating beverages or substances are not permitted to be in the possession of any person performing under this Agreement. Supplier’s employees, agents and guests are prohibited from having alcoholic beverages or controlled dangerous substances on Rutgers property. Supplier shall inform all of its employees, agents and guests of this prohibition, and shall assist Rutgers in enforcing this policy. In the event Supplier, its employees, agents or guests arrive at the service location under the influence of intoxicating beverages or substances, Rutgers may terminate this Agreement without liability, and deem such conduct a breach of the Agreement.

13.8. Amendment. No changes to this Agreement shall be made except in writing by Rutgers and signed by Rutgers and Supplier.

13.9. Click-Throughs Superseded: In the event Supplier enters into terms of use, end user agreement, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with Rutgers’ employees or other end users, such agreements apply to end users in their individual capacity. Supplier agrees that such agreements do not apply to Rutgers.

13.10. Notices. Any notices regarding this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; or (iii) as indicated by a tracking report or signed delivery receipt if sent via an overnight courier service, in each case properly addressed to the Party to receive the same. All written notices to Rutgers shall be sent to procure@finance.rutgers.edu or Rutgers, The State University of New Jersey at 33 Knightsbridge Road, East Wing – First Floor, Piscataway, NJ 08854, to the attention University Procurement Services, and the Supplier at its address as set forth in this Agreement, or at such other address as either party may designate in writing to the other party. Either Party may change its addressee or other information by providing written notice thereof to the other Party.

13.11. Non-Waiver. The failure of either Party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

13.12. Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

13.13. Survival. The following sections shall survive termination or expiration of this Agreement: Section 2, 5, 6, 7, 8, 9, and 13.

13.14. Remedies. Supplier acknowledges that Rutgers will be irreparably harmed if Supplier’s obligations hereunder are not specifically enforced and that Rutgers would not have an adequate remedy at law in the of an actual or threatened violation by Supplier of its obligations hereunder. Therefore, Supplier agrees and consents that Rutgers shall be entitled to seek an injunction, including preliminary, or any appropriate
UNIVERSITY PROCUREMENT TERMS AND CONDITIONS

decree of specific performance for any actual or threatened violation or breach by Supplier or any agent of
Supplier, without the posting of any bond, and such other relief as may be just and proper, including the right
to recover all losses or damages suffered by Rutgers resulting from any such breach or threatened breach. In
the event Rutgers applies to seal any papers produced or filed in any judicial proceedings to preserve
confidentiality, Supplier specifically agrees not to oppose such application and to use its best efforts to join
such application. In the event Rutgers becomes aware of an Open Public Records Act request under P.L.
2001, c. 404 that may contain Supplier Confidential Information or relate to or reference this Agreement,
Rutgers agrees to in a timely manner notify Supplier of such request in order for Supplier to seek any remedies
available to Supplier, including the right to injunction or recovery of all losses or damages.

13.15. Use of Name. Supplier will not use the name, insignia, or symbols of Rutgers, its faculties or
departments, or any variations or combination thereof, or the name of any governors, trustees, faculty member,
other employee, or student of Rutgers for any purpose whatsoever without Rutgers’ prior written consent.

13.16. Trademark and Licensing. Supplier agrees to comply with all licensing and trademark policies and
procedures for Merchandise sold by Supplier with the Rutgers logo. Requirements may be found at Trademark
Licensing All costs associated with this process will be borne by the Supplier.

13.17. Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations hereunder, or
for any loss or damage resulting there from, due to causes beyond its reasonable control,
including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In
the event of such failure or delay, the Party delayed or unable to perform shall give prompt written notice to the other
Party within five (5) days of the circumstance necessitating the need to invoke Force Majeure, stating the nature of the
Force Majeure event and any action being taken to avoid or minimize its effect. Additionally, the due date of delivery or
performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided
that Rutgers may terminate this
Agreement if the period of failure or delay exceeds fifteen (15) days. Rutgers shall have no obligation to make any
payments to Supplier during the period of failure or delay for any Services affected by the Force Majeure. Each Party
shall notify the other promptly of any failure or delay in, and the effect on, its performance.

13.18. Access to Records. Rutgers shall have full access to Supplier records, including, but not limited to financial
records, in connection with this Agreement. All financial records shall be subject to audit by Rutgers upon advanced
notice. Supplier shall maintain all documentation related to Merchandise, Services and transactions under the Agreement
for a period of five years from date of final payment. Such records shall be made available to the New Jersey Office of
State Comptroller upon request.

13.19. Non-Solicitation. Both parties agree that, during Supplier’s engagement by Rutgers and for a period of twelve
(12) months thereafter, the parties will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any
employee of the other party, to work for it or any individual, partnership, firm, corporation, or other entity
associated with it.
UNIVERSITY PROCUREMENT TERMS AND CONDITIONS

ADDITIONAL TERMS INCORPORATED INTO ENGAGEMENTS WITH ARTISTS OR PERFORMERS

14. ARTIST / PERFORMER TERMS

14.1. Logistics. Supplier must provide Rutgers with the following information, in writing, at least 30 days prior to the Services: (i) full technical requirements to be provided for the event; (ii) scheduled time of Supplier’s arrival to the Services location; (iii) scheduled time of any sound checks; and (iv) diagram indicating placement of equipment on stage or at venue. Supplier shall furnish all materials to perform the Services, except where agreed to in advance by both Parties. If Rutgers deems any of the logistics unreasonable, then Rutgers has the right to terminate without any liability to Supplier for all fees and expenses. Supplier shall reimburse Rutgers for any additional costs at the time of the event incurred by Rutgers as a result of changes required by Supplier from the technical requirements.

14.2. Advertising. Services are for the Rutgers community and invited guests; therefore, Supplier shall not conduct any outside advertising or radio promotions unless agreed upon in writing by Rutgers.

14.3. Merchandise. Supplier shall not sell any products while performing the Services, including but not limited to the sale of CD’s, records, tapes or other mementos, unless agreed upon in writing by Rutgers.

14.4. Control of Services. If Supplier is not punctual in arrival according to the schedule provided by Supplier to Rutgers, Supplier shall reimburse Rutgers for any additional costs incurred by Rutgers as a result of such tardiness (e.g., facilities maintenance services, electrician’s fees, etc.). If Supplier fails to appear for the Services, Supplier shall reimburse Rutgers for all bona fide costs related to the event and this Agreement will be voidable by Rutgers. Notwithstanding the foregoing provisions of this Agreement, if the Supplier fails to perform to the specifications of this Agreement, payment may be reduced or withheld by Rutgers. Supplier will control the details and manner of the Services but it is agreed to and understood that Rutgers shall have the right to direct Supplier to discontinue any activity constituting violation of a university policy, state statute, applicable ordinances, direction of lawful authority, or, if Rutgers determines, in its sole discretion, that the Services is disruptive to the normal functions of the university. Such discontinuation shall not be considered a breach of this Agreement. Municipal law imposes an 11 p.m. sound amplification curfew Sunday through Thursday and 12 a.m. sound amplification on Friday and Saturday curfew on all outdoor, on-campus live performances at Rutgers University, New Brunswick/Piscataway campuses. There are also a 10 p.m. sound amplification curfew on the Newark campus and a 10 p.m. sound amplification curfew on the Camden campus. The Supplier shall end the Services before or by the curfew time.

14.5. Security. Supplier shall comply with all security measures and procedures adopted by Rutgers, including but not limited to metal detector scanning. Supplier agrees not to engage in, or encourage audience participation in behaviors that in any way threaten or endanger personal safety or security, including but not limited to stage diving, crowd surfing, floating, or moshing. Supplier agrees not to enter the audience at any point during the event, nor invite or encourage audience members to come on stage, unless previously approved in writing by Rutgers as part of the event. Supplier acknowledges that such behaviors significantly increase the risk of injury to patrons. Supplier shall be responsible for any and all damage or injury arising from any such incident.
EXHIBIT D
YAPTA SERVICE AGREEMENT

This Service Agreement ("SA") governs the services provided by Yapta Inc. (hereinafter "Yapta") and Supplier is a Reseller of Yapta’s services to Rutgers. The terms and conditions of the Master Services Agreement entered into between the Parties (the "Agreement") shall govern the provisions of this SA, along with the terms outlined below governing the reselling and use of Yapta’s services by Rutgers. Yapta provides access to its proprietary online travel management, fare monitoring, hotel rate monitoring and ticketing tools and technologies currently known as "FareIQ" to compare and secure the highest yield PNR rebooking and identified savings opportunities for the Rutgers. Defined terms used in this SA but not defined in it are as defined in the Agreement.

1. DEFINITIONS.
   a. "Customer Account" means the account under which Rutgers has executed a written Agreement with reseller to access an individualized instance of the Yapta services.
   b. "FareIQ Realized Savings" means the difference between (a) the initial booked fare for a Tracked Ticket booked by a Customer and (b) the lower fare re-booked by Customer for such Tracked Ticket after Yapta has alerted such Customer of a lower fare via the Yapta Service, less any airline change fees identified by Yapta.
   c. "PNR" means a passenger name record which includes among other things the record locator, ticket numbers, ticket price, itineraries, passenger names and number of passengers.
   d. "Original Ticket Price" means the ticket price of the Tracked Ticket first provided to Yapta by Supplier in a PNR.
   e. "Realized Savings" means, for a particular tracked PNR, the difference in price between the Original Ticketed Price and the Subsequently Secured Lower Price less any Supplier change fees identified by Yapta.
   f. "Rebook" means to cancel or to exchange a ticket and booking a new ticket as a result of a Yapta’s alert either under the same PNR or under a new PNR.
   g. "Tracked Ticket" means an individual ticket number, price and itinerary, which is tracked as part of a PNR through the Fare Tracking Service.
   h. "Yapta Services" means those services described above and where Yapta provides Price Assurance Post Airfare Ticketing until time of travel.

2. TERM. Rutgers agrees to use Yapta’s services as outlined above for a term of one (1) year, which may be extended to a successive one (1) period (each individually a “renewal Term” and collectively “Renewal Terms”) at the Rutgers’s request provided however, that both Supplier as a Reseller and Yapta mutually consent to the Renewal Term. Supplier reserves the right to terminate its Agreement with Yapta with at least thirty (30) days prior written notice. The termination of Supplier’s agreement with Yapta (the “Reseller Agreement”) will not terminate this Agreement or the obligations hereunder to support the Customer Account for the remainder of this Agreement’s then-current term. However, the parties agree that in the event of termination of the Reseller Agreement, Yapta may assume all such support obligations and the billing and collecting of all amounts payable by Rutgers hereunder for the Customer Account.

3. YAPTA TERMS OF USE. Rutgers has rights to access and use Customer Account under Yapta’s standard "Terms of Use" available at http://yapta.com/tos (the "Yapta TOS"). Yapta may update the Yapta TOS from time to time, and the version that will apply to Rutgers during the initial term of this Agreement or any Renewal Term will be the version that was in effect at the beginning of the Initial term or such Renewal Term, as applicable.

4. SERVICES. Supplier shall respond to Rutgers support requests and provide “first tier” technical support related to the Yapta services. Supplier shall also provide PNR Price tracking through Yapta services in the United States ("Tracking Services") to Rutgers consisting of the following:
   a. Tracking Airfares: Monitoring U.S. airfares in U.S. currency for PNRs provided to Yapta by Supplier through a GDS queue on behalf of Rutgers by performing daily checks of Yapta’s pricing sources; and
   b. Re-ticketing: Upon Supplier’s receipt of a notification from Yapta regarding a ticket that a new ticket is available at a lower fare, and based on the notification configuration chosen by Rutgers (each, an "Alert"), Supplier will endeavor to efficiently Rebook that Reservation to capture the Alerted Savings opportunity.
   c. Re-booking: Upon Supplier’s receipt of a notification from Yapta regarding an alert that a new Rate is available at a lower price, and based on the notification configuration chosen by Rutgers (each, an "Alert"), Supplier will endeavor to efficiently Rebook that Reservation to capture the Alerted Savings opportunity.
Notwithstanding the foregoing, Supplier reserves the right upon written notice to Rutgers to discontinue providing Tracking Services to Rutgers through Yapta and instead elect to provide Supplier's own Services that are equivalent to the Tracking Services with thirty (30) days notice to Rutgers, which shall be provided in accordance with the terms of this SA and the Agreement. Yapta reserves the right to suspend or take down any Customer Account that fails to abide by the terms and conditions in this agreement including but not limited to nonpayment and other terms agreed upon under Section 5, unauthorized use or access, unauthorized disclosure by Rutgers of Confidential Information, and any other action that breaches this SA.

5. **RUTGERS RESPONSIBILITIES.** Rutgers shall pay the following Realized Savings Fee(s), in addition to all applicable related fees, such as those for voids, refunds or exchanges, and fees for Rebook, as provided under this SA:
   a. Rutgers agrees to utilize Yapta Services, FareIQ services:
      i. Rutgers shall pay to Supplier a monthly FareIQ Realized Savings Fee of 35%.

6. **CONFIDENTIALITY.** The parties acknowledge that any proprietary, commercially sensitive, trade secret, know-how or other non-public information regarding Yapta Services and/or the activities contemplated herein are Confidential Information of the Disclosing Party ("Discloser").
   a. The parties further acknowledge that: (a) the terms and conditions of this Agreement (including payment and pricing terms), (b) Yapta-generated data, and (c) feedback are Confidential Information of Yapta.
   b. The Recipient of such Confidential Information shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature.
   c. This Agreement imposes no obligation upon the Recipient with respect to Confidential Information which (a) was in the Recipient's possession, as evidenced by written or otherwise recorded records, before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is independently developed by the Recipient without use of or reference to the Confidential Information, as evidenced by written or otherwise recorded records; (e) is disclosed under operation of law; or (f) is disclosed by the Recipient with the Discloser's prior written consent.
   d. Unless otherwise authorized in writing prior to disclosure, neither party shall use or disclose to any third party confidential information of the other. Should the Recipient have written authorization to disclose, the third party receiving such information shall be bound by terms and conditions substantially similar to those of this Agreement.
   e. Duties of confidentiality arising under the applicable labor, privacy, confidentiality, secrecy and data protection laws, regulations, statutes, guidelines and directives shall not be affected by this Section. For the avoidance of doubt, this Section will survive any termination or expiration of this Agreement.
   f. In the event that Recipient is required by a governmental authority or by order of a court of competent jurisdiction to disclose any of Discloser's Confidential Information, unless prohibited by governmental authority or judicial body, Recipient will give Discloser prompt notice thereof so that Discloser may seek an appropriate protective order prior to such required disclosure. Recipient will reasonably cooperate with Discloser in its efforts to seek such a protective order and will limit disclosure of Confidential Information to only that which needs to be disclosed.

7. **INDEMNIFICATION.**
   a. Each of Rutgers, Yapta and Supplier(as applicable, the "Indemnifying party") will defend, indemnify and hold harmless the other party (the 'Indemnified party') from and against any and all third party claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys’ fees) arising out of or in connection with this Agreement based on any actual or alleged breach of the Indemnifying party's representations, warranties, or obligations set forth in this Agreement.
   b. Indemnified party will: (a) give the Indemnifying party prompt written notice of any claim for indemnification; (b) cooperate with and provide reasonable assistance to the Indemnifying party; and (c) permit the Indemnifying party to control the defense and settlement of any claim, provided that any settlement or compromise that may result in any admission of liability or wrongdoing by the Indemnified party shall be subject to the Indemnified party’s prior written consent. Either party may at its own expense participate (by itself and/or through any counsel of its choosing) in the defense of any claim for which it seeks indemnification hereunder.
8. **DISCLOSURE AND ACCEPTABLE USE.**
   a. Rutgers hereby grants authorization to Supplier to provide Rutgers confidential information including travel data information to Y apta as needed to provide Tracking Services.
   b. Y apta will only use and disclose Rutgers PNRs for the purpose of providing the Tracking Services to the Rutgers and will not disclose PNRs, Alerts, Identified Savings, or Realized Savings relating specifically to the Rutgers to any third party other than Supplier and the Rutgers.
   c. Y apta may use and disclose Feedback to improve Y apta products and services in Y apta’s sole discretion.

9. **REPRESENTATIONS AND LIMITATIONS ON LIABILITY.** Y apta disclaims any and all warranties, statements, or representations made solely by Supplier. All parties represent and warrant to the other that: (a) it has full corporate authority to execute this SA; b) performance of this SA and all other parties’ exercise of the rights granted herein will not conflict with, or result in a breach or violation of, any Agreement, instrument or legally protected right; and c) all access and use of the Y apta Services by Rutgers will conform to the terms of this SA.

10. **Y AP TA’S LEGAL RIGHTS.** Rutgers agrees that Y apta may enforce its rights in and to the Y apta Services as a third-party beneficiary of this Agreement, however in no event shall Rutgers’s liability hereunder be increased thereby, nor shall Y apta’s participation in any suit or enforcement of any rights as a third party beneficiary result in duplicative recovery on the part of Supplier and Y apta.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year noted below. The undersigned represent and warrant that they have all the authority to execute this Service Agreement on behalf of the respective Parties.

**RUTGERS**

**Signature:**

**Name:** J. Michael Gower

**Title:** Executive Vice President and Chief Financial Officer

**Date:** 2/17/2021 | 10:49:12 AM EST

**SUPPLIER**

**Signature:**

**Name:** Sam DeFranco

**Title:** President

**Date:** 2/15/2021 | 8:37:08 AM PST