

1. Incorporation by Reference. The Florida Atlantic University Board of Trustees ("FAU") and the undersigned ("Company") hereby incorporate this Supplemental Addendum ("Addendum") into the agreement between FAU and Company (the "Agreement").
2. Payment All payments due and payable by Company to FAU under the Agreement, if any, and any other fees, taxes and costs, shall bear interest from the date of the date due, and continue until paid at the lesser of (i) twelve (12%) per annum or (ii) the maximum interest rate per annum allowed by law. Company is responsible for paying all taxes, credit card fees, royalties, debit card fees or other fees associated with the goods/services/benefits provided by FAU as detailed in the Agreement. Company will maintain and provide FAU with a copy of Company's direct pay permit that allows Company to self accrue and remit the applicable tax due, if applicable. FAU may require Company to make payments via FAU's EFT/ACH payment process. Company may not offset any payments. Company shall pay all costs of collection, including reasonable attorneys' fees, incurred by FAU in endeavoring to collect any amounts payable hereunder which are not paid when due.
3. Relationship of the Parties Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Company is not authorized to bind FAU to any contracts or other obligations.
4. Assumption of Risk Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents. Company assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Company otherwise acting or engaged to act at the instance of Company. Company shall assume the obligations under the Agreement.
5. Confidentiality. To the extent Company has access to FAU information (e.g., financial, business, strategic, health or student records), Company agrees to maintain the confidentiality of such information and shall not disclose, discuss, or divulge any such information other than as directly and expressly required to fulfill Company's obligations under the Agreement or as otherwise required by law.
6. Public Records FAU is subject to Chapter 119 of Florida Statutes, known as the Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. FAU may unilaterally cancel the Agreement for Company's refusal to allow public access to public records related to the Agreement. Additionally, Company shall comply with all applicable requirements of the Public Records Laws, particularly if Company