

limited to the extent permitted by § 768.28 F.S.

8. Compliance Vendor agrees to abide by all applicable federal, state and local laws, ordinances and regulations and all applicable FAU regulations and policies, specifically including without limitation those pertaining to the privacy and use of student records, health information, and other FAU data. Vendor warrants and represents that it shall have all applicable permits, licenses, consents, and approvals necessary to perform under the Agreement.

9. Federal funds If FAU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and requirements of such federal agreement or funds, Vendor agrees to comply with Title 27.7 (es) 1.e.1.c of the Florida Statutes (hal) 3.

3. Appropriations. FAU's performance and obligation to pay is contingent upon the legislature's annual appropriation; FAU will give notice to Vendor of the non-availability of funds when FAU has knowledge thereof.

4. 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. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor is not authorized to bind FAU to any contracts or other obligations.

5. Confidentiality. Vendor acknowledges that all documents, materials and information furnished to or learned by Vendor in connection with the Agreement (the "Information") are confidential, proprietary, and the sole property of FAU. Vendor shall not disclose information to third parties unless it obtains FAU's prior written consent.

6. Materials or documents in Vendor's performance and warrants that it owns, or is the author of, or has the right to use, the Copyrighted Materials. Vendor shall defend, indemnify and hold FAU harmless from any suit brought against FAU and its agents and/or costs made against FAU in any court that is based on a claim of infringement of the Copyrighted Materials.

7. Indemnification. Vendor shall defend, indemnify and hold FAU harmless from any suit brought against FAU and its agents and/or costs made against FAU in any court that is based on a claim of infringement of a trademark or copyright of a third party. This provision shall survive termination of the Agreement and Vendor's liability for the above is not limited by any limitation of liability clauses in the Agreement. Nothing in the Agreement shall be construed as a waiver of FAU's sovereign immunity nor as an indemnification of Vendor by FAU, and then such indemnification is