Memorandum of Understanding

THIS Memorandum of Understanding (MOU), is made by and between the Curators of the University of Missouri, and Aperture Contract, Inc. having its principal offices located at 102 Madison Avenue, 6th Floor, New York, NY 10016 and The Curators of the University of Missouri, (“The University of Missouri”) an educational institution of Missouri, having its principal offices at 2910 LeMone Industrial Blvd., Columbia, Missouri 65201, and includes all divisions, sub-divisions, and affiliates.

I. PURCHASE AND SALE OF PRODUCTS

1. Aperture Contract, Inc. agrees to sell, and the University of Missouri agrees to purchase, certain of those products defined in Section III, below and identified by the University of Missouri from time to time; as the University deems the purchase(s) is in the best interest of the University.

2. Aperture Contract, Inc. shall: (a) contact all locations of the University of Missouri and its affiliates, divisions and subdivisions identified to Aperture Contract, Inc. from time to time, (b) furnish each such location with Aperture Contract, Inc. then- current Product catalogs and (c) make periodic visits to the University of Missouri’s facilities to update such catalogs as necessary.

3. Aperture Contract, Inc. shall provide to the University of Missouri ongoing assistance with product specification when necessary and at no additional charge.

II. TERM OF CONTRACT

1. This agreement shall commence on the Effective Date and shall remain in full force and effect for a term of one (1) year with up to four (4) additional one year periods, subject to the early termination provision set forth below.

2. Aperture Contract, Inc. and the University of Missouri may terminate this Agreement upon thirty (30) days advance written notice to the other party. The foregoing notwithstanding, the University of Missouri may not exercise the foregoing termination right unless and until the University of Missouri pays Aperture Contract, Inc. in full, for all work in process, finished Product and inventory produced or held by Aperture Contract, Inc. pursuant to one or more purchase orders issued by the University of Missouri.
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II. TERM OF CONTRACT (con’t)

3. A review will be made of purchases after 12 months in an effort to further discount/incent specific products as standard purchases.

4. Aperture Contract, Inc. shall give thirty (90) days written notice of any and all list price increases. The University of Missouri agrees to notify the appropriate parties at all subsidiaries, divisions, affiliates, etc. of all list price increases.

III. PRODUCTS

As used in this Agreement, the term “Products” shall mean: (a) all Products identified in Aperture Contract, Inc. current catalogs, and (b) all Products described in subsequent Aperture Contract, Inc. catalogs as the parties may agree.

IV. PRICING

1. Pricing for Products purchased from Aperture Contract, Inc. shall priced on a job-by-job basis. Aperture Contract, Inc. does not have a published price list. The University of Missouri will receive the best possible price offered by Aperture Contract, Inc.

DELIVERY/INSTALLATION:

It is the responsibility of the University of Missouri to obtain all delivery and installation quotes. The University of Missouri must obtain delivery and installation quotes/services from a Aperture Contract, Inc. authorized installer as; provided by Aperture Contract, Inc.

**Columbia:**
**Installer**
Matt Rackers
MR Installation
1907 Mertens Lane
Jefferson City, MO. 65101
(573) 690-3986

**Rolla:**
**Installer**
Matt Rackers
MR Installation
1907 Mertens Lane
Jefferson City, MO. 65101
(573) 690-3986
DELIVERY/INSTALLATION (con’t)

St. Louis:
Installer
Matt Rackers
MR Installation
1907 Mertens Lane
Jefferson City, MO. 65101
(573) 690-3986

Kansas City:
Installer
Matt Rackers
MR Installation
1907 Mertens Lane
Jefferson City, MO. 65101
(573) 690-3986

V. FREIGHT
Above discounts include freight to any single destination within the Continental United States

VI. DESIGN SERVICES:
Authorized Dealers must obtain written approval without exception by the University of Missouri, Procurement Services and/or Design and Construction Services for all Non-Designer requested projects. Design Services: $60.00 per-hour.

VII. TERMS AND CONDITIONS

1. All purchase orders submitted must reference this agreement number (#612017)

   a. Statute of Limitations: Except as specifically set forth in the Terms, Conditions, Rights and Warranties, no claims arising out of or in connection with products purchased from Aperture Contract, Inc. these Terms, Conditions, Rights and Warranties or any product warranty applicable to any Aperture Contract, Inc. product may be brought by Customer more than three (3) years after the cause of action on which it is based has accrued.

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VII. TERMS AND CONDITIONS
1. **Jurisdiction and Venue (Changed to Governing Law):**
   The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from Aperture Contract, Inc. shall be governed in all respects by the laws of the State of Missouri U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or provisions of the United Nations Convention on Contracts for the International Sale of Goods.

2. Aperture Contract, Inc. will maintain, during the term of this agreement, insurance coverage in the amounts shown below:

   - **Workers Compensation:** Statutory
   - **Employers Liability:** $1,000,000
   - **Auto Liability:** $1,000,000 Combined Single Limit per Occurrence and Aggregate
   - **Commercial General Liability Coverage:** $1,000,000 Combined Single Limit per Occurrence and $10,000,000 Aggregate

5. **Indemnification:** Aperture Contract, Inc. its employees and subcontractors shall to the extent of damage or injury caused by their own intentional or negligent acts or omissions, indemnify, defend and save harmless The Curators of the University of Missouri, their officers, Agents and Employees from and against all loss or expense from any claim by any third party alleging personal injury or property damage attributable to the intentional or negligent acts or omissions from Aperture Contract, Inc. under this agreement.

**VIII. ASSIGNMENT**

1. This agreement is assignable by the University of Missouri only to its own subsidiaries, divisions and affiliates. The University of Missouri shall not assign this agreement to others except as noted above without express prior written approval of Aperture Contract, Inc.

**Memorandum of Understanding**
IX. CONTROLLING LAW

1. This agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.

X. NOTICE

All notices pertaining to this agreement shall be in writing delivered by certified U.S. mail, return receipt requested to Aperture Contract, Inc. at:

To: Aperture Contract, Inc. at:
   Aperture Contract, Inc.
   102 Madison Avenue
   6th Floor
   New York, NY 10016

To: University of Missouri at:

   University of Missouri
   2910 Lemone Ind. Blvd.
   Columbia, Missouri 65201
   Attn: Darla Higgins

XII. DEALER & PROJECT INFORMATION

Aperture Contract, Inc. will provide the University of Missouri with a list of dealers that may be used for projects associated with this agreement. The list will include key contact information, previous campus projects the dealers have been involved with and a description of the projects.

Aperture Contract, Inc. will provide the University of Missouri-Procurement and Design Services for each campus/ unit (i.e. Res. Life, Student Union, Hosp. designers) with updates of active projects every 30 days or as developments require.

In witness whereof the duly authorized representatives of The Curators of University of Missouri, and Aperture Contract, Inc. do hereby accept and execute this Agreement effective this 1st day of June, 2017

The Curators of the University Of Missouri
By: Kristen Meade
Signature

Aperture Contract, Inc.
By: Michael Mondello
Signature