

Psychotherapy.net Streaming TERMS AND CONDITIONS

I. Grant of Rights.

Pursuant to an agreement (the "Agreement") between Psychotherapy.net, and the subscribing party ("Subscriber"), for a subscription to Psychotherapy.net Streaming, Psychotherapy.net has granted to Subscriber, and any Authorized Users ("Users"): full- and part-time students and employees, including faculty, staff, affiliated researchers, and independent contractors and other currently registered users who maintain an official affiliation with the Subscriber, as well as patrons not affiliated with the Subscriber who are physically present at the Subscriber's site ("Walk-in Users") shall be allowed, for the term of the applicable Agreement, a limited, non-exclusive, terminable, non-transferable license to access the Psychotherapy.net website (the "Website") and content included therein (the "Content"), and to download and stream the Content pursuant to the terms and conditions set forth in these Terms of Use.

Psychotherapy.net may, in its sole discretion, make changes to the Website and/or the Content, including but not limited to adding and/or removing video titles or other Content, adding closed-captioning, and implementing new encoding rates. All rights not expressly granted to Subscriber and Users pursuant to these Terms and Conditions are reserved to Psychotherapy.net, and all uses of the Content by Subscriber and Users not expressly permitted hereunder are prohibited.

II. Group Streaming.

Allows one Subscriber, and all Users under the Subscribers account, to watch streaming videos on Psychotherapy.net. All persons viewing Content in a group setting (such as a classroom) must be authorized Users. Group license streaming videos can be purchased individually or as a collection and will last for the amount of time as indicated on the Agreement (typically one or three years). The price of a group license is based on the number of Users connected to the license. Psychotherapy.net monitors Subscriber/User usage levels and reserves the right to terminate access to Subscribers who, in the sole opinion of Psychotherapy.net, have more Users accessing the Content than are allowed by the Agreement. It is the responsibility of the Subscriber to notify Psychotherapy.net if the number of Users associated with their account changes.

III. Permitted and Prohibited Uses.

a. Downloading of Content. Subscriber/Users may download the instructor manuals for any videos included in their Agreement. Such downloading shall be for individual Subscriber/User convenience only, and Subscriber/Users may not (1) systematically download any of the Content, (2) create distribution "libraries", or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party who is not also a Subscriber/User.

b. Dissemination of Content. In the course of using any Content as permitted hereunder, Subscriber and/or its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User.

c. Prohibited Uses. Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish,

sub-license, distribute, or circulate the Website, the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Website or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Website's or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Website, the Content or Psychotherapy.net, or in any manner that Psychotherapy.net may, in its sole discretion, deem inappropriate.

IV. Compatible devices

In order to be able to stream or download Content from the Website and to view Content on the Website, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements that we establish from time to time and is otherwise capable of interacting with the Psychotherapy.net (each such device, a "Compatible Device"). We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. As a result, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

V. Video Quality

When you stream Content, the resolution and quality of the Content you receive will depend on a number of factors, including the type of Compatible Device on which you are streaming the Content and your bandwidth, which may go up and down over the course of your viewing. If we detect that Content we are streaming to you may be interrupted or may otherwise not play properly due to bandwidth constraints or other factors, we may decrease the resolution and file size of the Content we stream to you in an effort to provide an uninterrupted viewing experience. While we strive to provide you a high quality viewing experience, we make no guarantee as to the resolution or quality of the Content you will receive when streaming.

VI. Ownership.

As between Subscriber, the Users, and Psychotherapy.net, the Website and the Content are the property of Psychotherapy.net, and are protected by United States and international copyright and trademark law. By using the Website and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Website or the Content.

VII. Security and Use of Passwords.

Each Subscriber and User shall have a valid username, password, and passcode for the purpose of accessing the Website and the Content (the "Log-In Information"). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Subscriber or User. Subscriber and/or its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Website and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized access to or use of the Website and/or the Content by someone using a User's

Log-In Information may be attributed to such User.

VIII. Communications from Psychotherapy.net.

Psychotherapy.net may periodically contact Subscriber/Users for customer service purposes. By accessing the Website and the Content, Subscriber/Users consent to receive such communications. Subscriber shall promptly provide Psychotherapy.net with any and all information regarding its Users and/or use of the Website and the Content by its Users that Psychotherapy.net reasonably requests. Subscriber agrees that Psychotherapy.net may reference its business relationship with Subscriber in its marketing or sales materials.

IX. Termination of the Agreement; Effect of Termination or Expiration

In the event of suspected unauthorized access to the Website and the Content, In the event that Subscriber and/or any of its Users breach these Terms of Use, Psychotherapy.net shall have the right to temporarily suspend access to the offending IP address, but Psychotherapy.net must provide written notice to the Head of Collections Services within one (1) business day. Psychotherapy.net and Subscriber will work together in good faith to cure any suspected breach and restore access as soon as possible. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the Agreement, all rights granted herein shall revert to Psychotherapy.net; all access to and use of the Website and the Content by Users must cease.

X. No Warranties; Limitation of Liability.

The Website and the Content are provided as is, and all warranties of any kind, past or present, whether statutory, common-law or from a course of dealing or usage of trade, including without limitation implied warranties of merchantability, fitness for a particular purpose, security and, except as may be otherwise stated in this agreement, non-infringement, are expressly disclaimed to the fullest extent permitted by law. Psychotherapy.net does not guarantee or make any representations regarding the use or accuracy of the Website or the Content except as stated in any user agreement. No oral or written information or advice given by Psychotherapy.net or its employees shall create a warranty or in any way increase the scope of Psychotherapy.net's obligations hereunder, and Subscriber or User may not rely on any such information or advice. In no event shall Psychotherapy.net be liable for any lost data, lost profits, business interruption, replacement service or other special, incidental, consequential, punitive or indirect damages, however caused and regardless of the theory of liability.

- A.** Subscriber will exercise reasonable, good faith efforts to inform its Authorized Users of the restrictions on use of the Service(s)Website and Content and to enforce such restrictions; however, Subscriber shall not be liable for the actions of individual users who act without the knowledge or consent of the Subscriber.

XI. Release.

Subscriber and Users release and waive all claims against Psychotherapy.net, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any

and all claims, damages, liabilities, costs and expenses arising out of Subscriber's or User's use of the Website and the Content. California residents waive any rights they may have under sec. 1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Subscriber and its Users agree to release unknown claims and waive all available rights under California Civil Code sec. 1542 or under any other statute or common law principle of similar effect.

XII. Representations.

Subscriber represents and warrants that (i) it has full power and authority to enter into the Agreement, and to agree to all the terms and conditions contained therein and in these Terms of Use, and has received all parental and other permissions required to permit Psychotherapy.net to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Website and the Content; (iii) Subscriber and its Users will at all times use the Website and the Content only as expressly permitted by the Agreement and these Terms of Use;

- A.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Agreement.

XIII. Explicit Content.

Subscriber understands that by using the Website, Subscriber and Users may encounter content that may be deemed offensive, indecent or objectionable, which content may or may not be identified as having explicit language or other features. Psychotherapy.net shall have no liability for content that may be found to be offensive, indecent or objectionable.

XIV. Modification of Service.

Psychotherapy.net reserves the right to modify, suspend, or discontinue Psychotherapy.net Streaming, or any part thereof, at any time and without notice to you, and Psychotherapy.net will not be liable to you should it exercise such rights, even if your use of Content is impacted by the change, except to refund the pro rata portion of the license term provided in the context of a group license.

XV. Miscellaneous.

You must be eighteen (18) years old to be a Subscriber or otherwise have the legal capacity to enter into a contract, and all Users must be at least thirteen (13) years old. Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof. All sections in this Agreement shall only apply to the extent permitted by applicable Texas law. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.

XVI. Term.

Term: This Agreement begins the earlier of the Start Date specified on the SCELIC renewal or the date this Agreement is executed by both parties. The term will renew as an option by Texas A&M University-San Antonio for subsequent 12-month terms, not to exceed four (4) additional years. Subscriber will provide notice at least 30 days prior to the end of the then-current term. Psychotherapy.net will not increase fees without notifying the Subscriber beforehand with approval to do so by email thirty (30) days prior to the end of the annual Term.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby on the dates indicated below:

Texas A&M University-San Antonio



Signature

Jill Brown

Print Name

Director, Sales

Title

11/18/2022

Date

Psychotherapy.net Streaming



Signature

Deborah Campos-Leon

Print Name

Contract Administrator

Title

11/18/2022

Date

APPENDIX A
ADDITIONAL TERMS

- 1. Notice of Terms of “Click-Through” License Terms.** In the event that Psychotherapy.net requires Authorized Users to agree to terms relating to the use of the Website and Content before permitting Authorized Users to gain access to the Website and Content (commonly referred to as “click-through” licenses), Psychotherapy.net shall provide Subscriber with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such “click-through” licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such “click-through” licenses and this Agreement, the terms of this Agreement shall prevail.
- 2. Usage Statistics.** Psychotherapy.net must provide use data for the Website and Content at the level of detail required for objective evaluation of both Website and Content performance and satisfaction of user needs, including title-by-title use of journals, when the Website and Content includes journal materials. Statistics providers should follow the International Coalition of Library Consortia (ICOLC) “Guidelines for Statistical Measures of Usage of Web-Based Information Resources” or provide information in compliance with COUNTER or other recognized international standard.
- 3. Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- 4. Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Psychotherapy.net agrees that any payments owing to Psychotherapy.net under this Agreement may be applied directly toward certain debts or delinquencies that Psychotherapy.net owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 5. Franchise Tax Certification.** If Psychotherapy.net is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Psychotherapy.net certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Psychotherapy.net is exempt from the payment of franchise (margin) taxes.
- 6. Loss of Funding.** Performance by Subscriber under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Subscriber will issue written notice to Psychotherapy.net and Subscriber may terminate this Agreement without further duty or obligation hereunder. Psychotherapy.net acknowledges that appropriation of funds is beyond the control of Subscriber.

- 7. State Auditor's Office.** Psychotherapy.net understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Psychotherapy.net agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Psychotherapy.net will include this provision in all contracts with permitted subcontractors.
- 8. Non-Waiver.** Psychotherapy.net expressly acknowledges that Subscriber is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Subscriber of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 9. Dispute Resolution.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Subscriber and Psychotherapy.net to attempt to resolve any claim for breach of contract made by Psychotherapy.net that cannot be resolved in the ordinary course of business. Psychotherapy.net shall submit written notice of a claim of breach of contract under this Chapter to Subscriber's Purchasing Office, who shall examine Psychotherapy.net's claim and any counterclaim and negotiate with Psychotherapy.net in an effort to resolve the claim.
- 10. Access by Individuals with Disabilities.** Psychotherapy.net represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Subscriber under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*). To the extent Psychotherapy.net becomes aware that the EIRs, or any portion thereof, do not comply, then Psychotherapy.net represents and warrants that it will, at no cost to Subscriber, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Psychotherapy.net fails or is unable to do so, then Subscriber may terminate this Agreement and Psychotherapy.net will refund to Subscriber all amounts Subscriber has paid under this Agreement within thirty (30) days after the termination date.
- 11. Public Information.**

 - (a) Psychotherapy.net acknowledges that Subscriber is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
 - (b) Upon Subscriber's written request, Psychotherapy.net will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to Subscriber in a non-proprietary format acceptable to Subscriber. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Subscriber has a right of access.

(c) Psychotherapy.net acknowledges that Subscriber may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

- 12. Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF SUBSCRIBER (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON SUBSCRIBER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON SUBSCRIBER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 13. Enforceability.** This Agreement is enforceable only against and by the parties who have executed it; the Agreement neither creates nor restricts the rights of third parties. Further, if any provision of this Agreement provides that Subscriber shall enforce the terms of this Agreement against third parties, or restricts the legal rights of third parties, such provision shall be void.
- 14. Addendum Controlling.** In the event there is a conflict between the terms and conditions of the Agreement and Appendix A, then Appendix A will control.
- 15. Equal Opportunity.** This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 16. HB-3834 Cyber Security Awareness Training Requirements.** Per Texas House Bill 3834, A&M-SA shall not grant a computer account to Psychotherapy.net or any of Psychotherapy.net's employees, agents, or such subcontractors unless the grantee provides written proof to A&M-SA that the grantee has successfully completed an information-security training course, which course has been certified by the Texas Department of Information Resources, in the past 365 days. **Further, A&M-SA may disable the account of any user who is not in compliance with HB-3834.**

[SIGNATURE PAGE FOLLOWS]

Signed as a duly authorized employee for and on behalf of Texas A&M University-San

Antonio:

Signature: Deborah Campos-Leon

Print Name: Deborah Campos-Leon

Job Title: Contract Administrator

Date: 11/18/2022

Signed as a duly authorized employee for and on behalf of Psychotherapy.net:

Signature: 

Print Name: Jill Brown

Job Title: Director, Sales

Date: 11-18-2022