

ORIGINAL

## NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is made to the Lease Agreement (the "Master Lease"), No. 001742, dated July 27, 2021, by and between Seamless Advanced Solutions, LLC (the "Lessor") and The Texas A&M University System (the "Lessee") and to Lease Schedule 001 ("Schedule 1") issued pursuant to the Master Lease. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Master Lease or in Schedule 1, as applicable.

The Master Lease provides that each Lease Schedule is a separate and independent lease of the Equipment described therein and Schedule 001 is a Lease Schedule contemplated by the Master Lease. In Section 19 of the Master Lease, the parties agreed that the Lease Agreement inures to the benefit of the Lessor's successors and assigns.

The Lessor has assigned its rights under **Schedule 001** and **[, to the extent necessary to realize the benefits thereof,]** the Master Lease to Texas Capital Bank, National Association ("Assignee") and the Lessee also agreed to recognize in writing any assignment of the Lease Agreement, including Schedule 1, and thereafter to pay all sums due to the Lessor as directed by the Assignee.

The Lessee hereby acknowledges receipt of notice that the Lessor has assigned its rights under the Lease Agreement, under Schedule 1 and in the Equipment leased thereunder to the Assignee. The Lessor agrees that it shall remain obligated to perform any and all obligations it may have under the Lease and each Lease Schedule, including Schedule 1, notwithstanding the assignment to the Assignee referenced herein.

The Assignee acknowledges that the assignment referred-to herein from the Lessor to the Assignee is subject to (i) the Lessee's right to use and possess the Equipment so long as the Lessee is not in default under the Lease Agreement or any Lease Schedule and (ii) the provisions of Section 10 of the Addendum to Agreement attached to the Master Lease.

For the benefit of the Assignee which is relying hereon in connection with the assignment to it of Schedule 1, the Lessee acknowledges, confirms and agrees that:

- (a) From and after the date of this notice and acknowledgment, all payments now or hereafter becoming due under the Lease Agreement and Schedule 1 shall be paid as follows:

**Bank: Texas Capital Bank, N.A.**  
**Account Holder: Seamless Advanced Solutions**  
**Account Number-3111061895**  
**Routing Number -111017979**


Any change in the place or manner of payment shall not be effective unless consented to in writing by the Assignee.

- (b) As of the date of this notice and acknowledgment, there have been no modifications, amendments, or supplements to the Master Lease or Schedule 1 and no any future modification, supplement, amendment, or termination shall be effective without the prior written consent of the Assignee, Lessee, and Lessor.
- (c) There has been no prepayment of any sums payable under the Master Lease or Schedule 1 and no casualty event or event of loss has occurred with respect to the Equipment leased thereunder has occurred.
- (d) The Lessee has not received notice of a prior sale, transfer, assignment, or pledge of the Master Lease or Schedule 1 or any payments due thereunder.

Acknowledged, accepted, and agreed-to on this 27th day of July 2021.

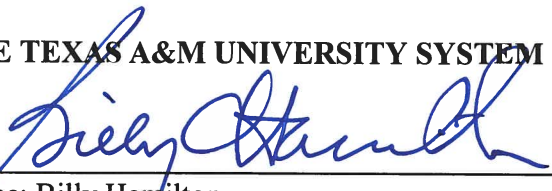
LESSOR:

**SEAMLESS ADVANCED SOLUTIONS, LLC**

By:   
Name: Sam Tenorio III  
Title: Managing Member

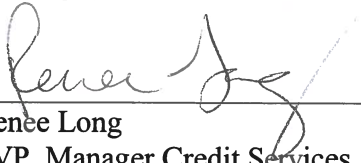
LESSEE:

**THE TEXAS A&M UNIVERSITY SYSTEM**

By:   
Name: Billy Hamilton  
Title: Deputy Chancellor and CFO

ASSIGNEE:

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

By:   
Name: Renee Long  
Title: SVP, Manager Credit Services

**LEASE SCHEDULE 001**

This Lease Schedule is issued pursuant to the Lease Agreement No. 001742, July 27, 2021. The terms and conditions of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 001, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and incorporated by reference herein.

**LESSOR:**

Seamless Advanced Solutions, LLC  
12600 Hill Country Blvd R-275 Austin, Tx 78738

**LESSEE:**

The Texas A&M University System  
301 Tarrow College Station, TX 77840

**SUPPLIER OF EQUIPMENT:**

Seamless Advanced Solutions, LLC

**LOCATION OF INSTALLATION:**

301 Tarrow Street, Suite 721,  
College Station, TX 77840

**Term of Lease from Commencement Date: 60 months**

**Monthly Lease Charge: \$158,333.33, due annually in advance as \$1,900,000.00**

**Anticipated Delivery and Installation: July 27, 2021**

**Security Deposit:** Lessee shall deliver a security deposit in the amount of \$0.00. Lessor may in its discretion apply the security deposit to any obligations owed by Lessee that are not paid when due. If no Event of Default has occurred at the end of the term of this Lease Agreement, this security deposit may, at Lessee's option, be applied toward the remaining amounts due pursuant to the applicable Lease Schedule or be returned to Lessee within ten days of its written request.

**Equipment: See Exhibit A Attached**

Lessee understands that Lessor's commitment to lease Equipment under this Lease Schedule 001 is contingent upon continuing credit approval by Lessor's credit committee and such credit approval shall be at Lessor's sole discretion. The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of Equipment is accepted and the Commencement Date.

Title to all of the Equipment listed on this Lease Schedule 001 shall transfer to Lessee "as-is, where-is" for one dollar (\$1.00) after all of the following have occurred; (i) Lessor has received all of the monies due under and associated with this Lease Schedule 001; (ii) Lessee has paid to Lessor all other monetary amounts that are due pursuant to Lease Agreement Number 001742; and (iii) Lessee has otherwise complied with all of the terms and conditions of Lease Agreement Number 001742. LESSOR SELLS TO LESSEE WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

Every Term is Agreed to and Accepted:

**Seamless Advanced Solutions, LLC**

"Lessor"

By:  \_\_\_\_\_

Print Name: Sam Tenorio III

Title: Managing Member

Date: July 27, 2021

Every Term is Agreed to and Accepted:

**The Texas A&M University System**

"Lessee"

By:  \_\_\_\_\_

Print Name: Billy Hamilton

Title: Deputy Chancellor and CFO

Date: July 27, 2021

# Exhibit A to Lease # 001742-001

**Lessor:** Seamless Advanced Solutions, LLC

**Lessee:** The Texas A&M University System

ELA/ESA	Part#	Description
1	PAN-ENT-SUB-ELA-N-5YR	Enterprise License Agreement, TP, DNS, PANDB URL, WF, GP, 5 year, Tier N
1	PA-PRORATED-CREDIT-SUBS	Prorated Credit for unused subscriptions
1	PAN-ENT-PREM-ESA-15YR	Enterprise Support Agreement, 5 years Premium Support, Tier I
1	PA-PRORATED-CREDIT-SUP	Prorated Credit for Support Changes
Included Technologies		
1	PAN-CONSULT-EE-DEDICATED	Extended Expertise
1	PAN-CORTEXXSOAR-ENTERPRISE	Cortex XSOAR is full product that includes automation, orchestration, and threat intelligence management for Enterprise with 4 users
1	PAN-DEMISTO-PREMIUM-SUCCESS	Cortex XSOAR Premium Success - sold with Cortex XSOAR, XSOAR-TM and XSOARStarter
1,000	PAN-CES-RET-LVL4	Unit 42 Security Consulting, Level 4, with 4 hours remote response time
1	PAN-EXP-EXPNDR	Expander Platform
1	PAN-EXP-EXPNDRDLF-6	Expander Network Mapping for Tier 6
Support Upgrade		
4	PAN-SVC-PLAT-7050-5YR-R	Platinum support 5-year prepaid renewal, PA- 7050
4	PA-PRORATED-CREDIT-SUP	Prorated Credit
	<b>Serial Numbers</b>	
		10108010103
		10108010106
		10108010108
		10108010107
Texarkana Add On		
	<b>Part#</b>	<b>Description</b>
1	PAN-PA-5220-DLP-5YR	DLP subscription, 5- year prepaid, PA5220
1	PAN-PRA-25	Panorama central management software, 25 devices
1	PAN-SVC-PREM-PRA-25-5YR	Premium support 5 year prepaid, Panorama 25 devices

## **Lease Agreement Number 001742**

### **Lease Agreement**

This Lease Agreement dated July 27, 2021, by and between Seamless Advanced Solutions, LLC (the "Lessor") with an office located at 12600 Hill Country Blvd R-275, Austin, Texas 78738 and The Texas A&M University System (the "Lessee") with an office located at 301 Tarrow, College Station, TX 77840.

Lessor hereby leases or grants to the Lessee the right to use, and Lessee hereby rents and accepts the right to use, the tangible property and the equipment whether or not listed by serial number, and software and related services, on the Lease Schedule(s) attached hereto or incorporated herein by reference from time to time (collectively, the equipment, software and all related services are the "Equipment"), subject to the terms and conditions hereof, as supplemented with respect to each Item of Equipment by the terms and conditions set forth in the appropriate Lease Schedule. The term "Lease Agreement" shall include this Lease Agreement and the various Lease Schedule(s) identifying each Item of Equipment or the appropriate Lease Schedule(s) identifying one or more particular Items of Equipment. Each Lease Schedule shall constitute a separate and independent lease of the Equipment therein described.

#### **1. Term**

This Lease Agreement is effective from the date of the last parties' signature ("Effective Date"). The term of this Lease Agreement, as to all Equipment designated on any particular Lease Schedule, shall commence on the Installation Date for all Equipment on such Lease Schedule and, except to the extent otherwise expressly provided, shall continue for an initial period ending that number of months from the Commencement Date as set forth in such Lease Schedule at which time Lessee shall be obligated to return the Equipment in accordance with the terms of Section 8 hereof.

#### **2. Credit Review**

For each Lease Schedule, Lessee agrees that Lessor may conduct a credit investigation and review. In such event, Lessee shall provide, in a timely manner, such financial information as Lessor may request. Lessee represents and warrants that all such financial information accurately and completely presents Lessee's financial condition as of the date of execution of each Lease Schedule. Lessee shall upon request provide to Lessor a complete set of Lessee's financial statements, including a statement of cash flows, balance sheet and income statement, and any other financial information the Lessor may request. If during the Installation Period the Lessee's financial condition changes in any material respect (as determined by the Lessor in its sole discretion), then Lessor shall be entitled to stop purchasing equipment to be leased to Lessee and commence the applicable lease schedule(s).

#### **3. Licensed Software**

Any software listed in a Lease Schedule will be subject to Lessee's separate software license agreement with the owner or distributor ("Licensor") except as such agreement may conflict with the terms and conditions of the Lease Schedule. To the extent authorized by the Constitution and the laws of the State of Texas, Lessee shall comply with all non-conflicting terms. In any event, Lessee look solely to the Licensor for satisfaction of all claims and warranties relating to the software. Lessee's obligations under a Lease

Schedule will not be affected by any termination of a software license agreement or any defect in or loss of the software. Lessee is responsible for arranging delivery and installation of the software.

#### **4. Commencement Date**

The Installation Date for each item of Equipment shall be the day said item of Equipment is installed at the Location of Installation, ready for use, and accepted in writing by the Lessee. The Commencement Date for any Lease Schedule is the first day of the month following installation of all the Equipment of the Lease Schedule unless the latest Installation Date for any Equipment on the Lease Schedule falls on the first day of the month in which case that is the Commencement Date. The Lessee shall complete, execute, and deliver to Lessor a Certificate of Acceptance listing the specific items of Equipment to be leased upon installation of the Equipment.

#### **5. Lease Charge**

The lease charges for the Equipment leased pursuant to this Lease Agreement shall be the aggregate "Monthly Lease Charge(s)" as set forth on each and every Lease Schedule executed pursuant hereto (the aggregate "Monthly Lease Charge(s)" are the "Lease Charges"). Lessee agrees to pay to Lessor the Lease Charges in accordance with the Lease Schedule(s), and the payments shall be made at Lessor's address indicated thereon. The Lease Charges shall be paid by Lessee monthly in advance with the first full month's payment due on the Commencement Date. The Lease Charge for the period from the Installation Date to the Commencement Date (the "Installation Period") shall be an amount equal to the "Monthly Lease Charge" divided by thirty (30) and multiplied by the number of days from and including the Installation Date to the Commencement Date, and such amount shall be due and payable upon receipt of an invoice from Lessor.

#### **6. Delivery and Freight Costs**

All transportation charges upon the Equipment for delivery to Lessee's designated Location of Installation shall be paid by Lessee unless otherwise included by the Supplier on the invoice pursuant to which the Equipment is sold to, and funded by, Lessor in connection with its acquisition of such Equipment for lease hereunder. All rigging, drayage charges, structural alterations, rental of heavy equipment and/or other expense necessary to place the Equipment at the Location of Installation are to be promptly paid by Lessee. Lessee shall accept delivery of the Equipment and allow the Equipment to be installed within five (5) days after delivery.

#### **7. Installation**

Lessee agrees to pay for the actual installation of the Equipment at the Location of Installation, or any other location authorized under this Agreement Lessee shall make available a suitable place of installation and provide necessary electrical power, outlets and air conditioning required for operating the Equipment as defined in the Equipment manufacturer's Installation manual or instructions, or as otherwise required by the Equipment manufacturer. Lessor shall have no responsibility under this Lease Agreement for the cost associated with the foregoing. All supplies consumed or required by the Equipment shall be furnished and paid for by Lessee.

## **8. Return to Lessor**

On the day following the last day of the lease term associated with a Lease Schedule (the "Return Date"), Lessee shall cause and pay for the Equipment listed on that Lease Schedule to be reinstalled, packed using the manufacturer's standard packing materials and shipped to a location designated in writing by Lessor (the "Return Location"). If the Equipment listed on the applicable Lease Schedule is not at the Return Location within ten (10) days of the Return Date, or Lessee fails to reinstall and ship the Equipment on the Return Date, then any written notice of termination delivered by Lessee shall become void, and the Lease Schedule shall continue in accordance with this Lease Agreement. In no event may Lessee avoid the effect of the preceding sentence by returning less than all of the Equipment listed on the applicable Lease Schedule or by returning substituted Equipment unless Lessor, in its sole discretion, shall expressly agree in writing. Irrespective of any other provision hereof, Lessee will bear the risk of damage from fire, the elements or otherwise until delivery of the Equipment to the Return Location. At such time as the Equipment is delivered to the Lessor at the Return Location, the Equipment will be at the risk of the Lessor.

## **9. Maintenance**

Lessee, at its sole expense, shall maintain the Equipment in good repair, working order and condition. Lessee shall enter into, pay for, and maintain in force during the entire term of any Lease Schedule, a maintenance agreement with the manufacturer of the Equipment providing for continuous uninterrupted maintenance of the Equipment (the "Maintenance Agreement"). Upon Lessor's request, to the extent permitted by the Maintenance Agreement, Lessee shall provide a copy of each such Maintenance Agreement to Lessor. Lessee will cause the manufacturer to keep the Equipment in good working order in accordance with the provisions of the Maintenance Agreement and make all necessary adjustments and repairs to the Equipment. The manufacturer is hereby authorized to accept the directions of Lessee with respect thereto. Lessee agrees to allow the manufacturer full and free access to the Equipment. All maintenance and service charges, whether under the Maintenance Agreement or otherwise, and all expenses, if any, of the manufacturer's customer engineers incurred in connection with maintenance and repair services, shall be promptly paid by Lessee. Lessee warrants that all of the Equipment shall be in good working order operating according to manufacturer's specification and eligible for the manufacturer's standard maintenance agreement upon delivery to and inspection and testing by the Lessor. If the Equipment is not free of physical defect or damage, operating according to manufacturer's specification, in good working order and/or eligible for the manufacturer's standard maintenance agreement, then Lessee agrees to reimburse Lessor for all costs, losses, expenses and fees associated with such equipment and the repair or replacement thereof. Upon the termination of any Lease Schedule or this Lease Agreement, Lessee warrants that the Equipment shall be eligible for the manufacturer's standard maintenance agreement.

## **10. Location, Ownership and Use**

The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation or as otherwise provided herein. The Equipment is and shall remain personal property of the Lessor even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.



Lessee shall keep the Equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Lessee shall give Lessor immediate notice of any such attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee shall not attempt to or actually: (i) pledge, lend, create a security Interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the Location of Installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment shall become Equipment owned by Lessor subject to this Lease Agreement and the applicable Lease Schedule.

Any feature(s) installed on the Equipment at the time of delivery which are not specified on the Lease Schedule(s) are and shall remain the sole property of the Lessor. Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of Instructions by competent and qualified personnel.

#### **11. Financing Statement**

Lessor is hereby authorized by Lessee to cause this Lease Agreement or Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

#### **12. Alterations and Attachments**

Upon prior written notice to Lessor, Lessee may, at its own expense, make minor alterations in or add attachments to the Equipment, provided such alterations and attachments shall not Interfere with the normal operation of the Equipment and do not otherwise involve the pledge, assignment, exchange, trade or substitution of the Equipment or any component or part thereof. All such alterations and attachments to the Equipment shall become part of the Equipment leased to Lessee and owned by Lessor. If, In Lessor's sole determination, the alteration or attachment reduces the value of the Equipment or interferes with the normal and satisfactory operation or maintenance of any of the Equipment, or creates a safety hazard, Lessee shall, upon notice from Lessor to that effect, promptly remove the alteration or attachment at Lessee's expense and restore the Equipment to the condition the Equipment was in just prior to the alteration or attachment.

#### **13. Loss and Damage**

As between Lessor and Lessee, Lessee shall assume and bear the risk of loss, theft, and damage (including any government requisition, condemnation, or confiscation) to the Equipment and all component parts hereof from any and every cause whatsoever, whether or not covered by Insurance. No loss or damage to the Equipment or any component part thereof shall impair any obligation of Lessee under this Lease Agreement, which shall continue in full force and effect except as hereinafter expressly provided. Lessee shall repair or cause to be repaired all damage to the Equipment.

#### **14. Enforcement of Warranties**

Lessee, in Its own name, shall, so long as this Lease Agreement is in force, enforce any manufacturer's Equipment warranty.

## 15. Warranties and Disclaimers

Lessor warrants that at the time the Equipment is delivered to Lessee, Lessor will have full right, power, and authority to lease the Equipment to Lessee. EXCEPT FOR THE WARRANTY IN THE SENTENCE DIRECTLY PRECEDING THIS ONE, LESSOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE; THAT LESSOR HAS NOT SELECTED, MANUFACTURED, SOLD OR SUPPLIED ANY OF THE EQUIPMENT; THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES CONTAINED IN THIS LEASE AGREEMENT; AND THAT NEITHER LESSOR NOR SUPPLIER IS AN AGENT FOR THE OTHER AND LESSOR WILL NOT BE BOUND BY OR LIABLE FOR ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER. NO DEFECT, UNMERCHANTABILITY OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR PERFORM OTHER OBLIGATIONS UNDER THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT IT IS NOT FOREIGN "FINANCIAL INSTITUTION" OR ACTING ON BEHALF OF A FOREIGN "FINANCIAL INSTITUTION" AS THAT TERM IS DEFINED IN THE BANK SECRECY ACT, 31 U.S.C. 5318, AS AMENDED. LESSEE ACKNOWLEDGES THAT LESSOR, IN COMPLIANCE WITH SECTION 326 OF THE USA PATRIOT ACT, WILL BE VERIFYING CERTAIN INFORMATION ABOUT LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSOR AND ITS REPRESENTATIVES AND EMPLOYEES HAVE NOT MADE ANY STATEMENT, REPRESENTATION OR WARRANTY RELATIVE TO THE ACCOUNTING OR TAX ENTRIES, TREATMENT, BENEFIT, USE OR CLASSIFICATION OF THE LEASE AGREEMENT, OR ASSOCIATED LEASE SCHEDULES. LESSEE ACKNOWLEDGES THAT IT AND/OR ITS INDEPENDENT ACCOUNTANTS ARE SOLELY RESPONSIBLE FOR (I) ANY AND ALL OF LESSEE'S ACCOUNTING AND TAX ENTRIES ASSOCIATED WITH THE LEASE AGREEMENT AND/OR THE LEASE SCHEDULES AND (II) THE ACCOUNTING AND TAX TREATMENT, BENEFITS, USES AND CLASSIFICATION OF THE LEASE AGREEMENT OR ANY LEASE SCHEDULE. LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INFORMATION, INCLUDING BUT NOT LIMITED TO CONSUMER OR PATIENT INFORMATION, THAT IS AT ANY TIME ENTERED, STORED, TRANSFERRED TO, CONTAINED OR RETAINED ON ANY EQUIPMENT, WHETHER OR NOT SUCH INFORMATION IS SUBJECT TO FEDERAL, STATE OR OTHER LAW, INCLUDING BY WAY OF EXAMPLE ONLY AND NOT OF LIMITATION, THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA), FINANCIAL MODERNIZATION ACT (GRAMM-LEACH-BLILEY ACT), ETC. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE, POSSESSION, OR USE OF THE EQUIPMENT. THIS LEASE AGREEMENT IS A "FINANCE LEASE" AS THAT TERM IS DEFINED AND USED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

Lessee agrees, to the extent authorized under Texas law, that Lessor shall not be liable to Lessee for, any claim from a third party for any liability, claim, loss, damage, cost or expense of any kind or nature, whether based upon a theory of strict liability or otherwise, caused, directly or indirectly, by: (i) the inadequacy of any item of Equipment, including software, for any purpose; (ii) any deficiency or any latent or other defects in any Equipment, including software, whether or not detectable by Lessee; (iii) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, installation, lease, possession, maintenance, operation, use or performance of any item of Equipment, including software; (iv) any interruption or loss of service, use or performance of any item of Equipment, including software; (v) patent, trademark or copyright or other intellectual property infringement; (vi) any information whatsoever or the loss, release, unauthorized access, transfer, theft, use or misuse thereof, or (vii) any

loss of business or other special, incidental, or consequential damages whether or not resulting from any of the foregoing.

#### **16. Event of Default**

The occurrence of any of the following events shall constitute an Event of Default under this Lease Agreement and/or any Lease Schedule:

- (1) the nonpayment by Lessee of any Lease Charges when due, or the nonpayment by Lessee of any other sum required hereunder to be paid by Lessee which non-payment continues for a period of ten (10) days from the date when due.
- (2) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith which is not cured within ten (10) days after written notice thereof from Lessor.
- (3) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber, receive an allowance or credit for, or part with possession of, any item of Equipment.
- (4) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purposes, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against It a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;
- (5) any of Lessee's representations or warranties made herein or in any oral or written statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect.
- (6) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of Lessor obtained in connection with this Lease Agreement; or
- (7) Lessee (i) enters into any merger or consolidation with, or sells or transfers all or any substantial portion of its assets to, or enters into any partnership or joint venture other than in the ordinary course of business with, any entity, (ii) dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence, (iii) if Lessee is a privately held entity, enters into or suffers any transaction or series of transactions as a result of which Lessee is directly or indirectly controlled by persons or entities not directly or indirectly controlling Lessee as of the date hereof, or (iv) if Lessee is a publicly held entity, there shall be a change in the ownership of Lessee's stock or other equivalent ownership interest such that Lessee is no longer subject to the reporting requirements of, or no longer has a class of equity securities registered under, the Securities Act of 1933 or the Securities Exchange Act of 1934.

#### **17. Contract Dispute Resolution.**

Lessor shall use Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under this Agreement that is not resolved in the ordinary course

of business. Chapter 2260 requires Lessor to initiate the process by providing written notice of a claim and negotiating with Lessee, conditions precedent to the contested case process. Governed by rules adopted by the Texas Attorney General's Office, the contested case process is Lessor's sole and exclusive method to seek a remedy for breach, unless, after considering the Administrative Law Judge's report, the Legislature gives consent for Lessor to sue under Chapter 107 of the Civil Practices and Remedies Code. An event or claim for breach of contract is not grounds for Lessor to suspend performance under this Agreement.

LESSEE DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OF OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT, AND THE DISPUTE RESOLUTION PROCESS DOES NOT AFFECT LESSEE'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN A LAWSUIT.

#### **18. Quiet Possession and Inspection**

Lessor hereby covenants with Lessee that Lessee shall quietly possess the Equipment subject to and in accordance with the provisions hereof so long as Lessee is not in default hereunder.

#### **19. Assignments**

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign, transfer, pledge, mortgage, hypothecate or otherwise dispose of this Lease Agreement, the Lease Schedule(s), the Equipment, or any interest therein or sublet any of the Equipment without first obtaining the prior written consent of Lessor and its assigns, if any. Lessee acknowledges that the terms and conditions of this Lease Agreement have been fixed in anticipation of the possible assignment of Lessors rights under this Lease Agreement and in and to the Equipment as collateral security to a third party ("Assignee") which will rely upon and be entitled to the benefit of the provisions of this Lease Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee if directed by Lessor. Upon such assignment, the Lessor shall remain obligated to perform any obligations it may have under this Lease Agreement and the Assignee shall (unless otherwise expressly agreed to in writing by the Assignee) have no obligation to perform such obligations. Any such assignment shall be subject to Lessee's rights to use and possess the Equipment so long as Lessee is not in default hereunder.

#### **20. Survival of Obligations**

All covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall be for the benefit of Lessor and Lessee and their respective successors, any assignee or secured party. Further, all covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall survive the execution and delivery of this Lease Agreement and the expiration or other termination of this Lease Agreement.

#### **21. Corporate Authority**

The parties hereto covenant and warrant that the persons executing this Lease Agreement and each Lease Schedule on their behalf have been duly authorized to do so, and this Lease Agreement and any Lease Schedule constitute a valid and binding obligation of the parties hereto. The Lessee will, if requested by

Lessor, provide to Lessor, Certificates of Authority naming the officers of the Lessee who have the authority to execute this Lease Agreement and any Lease Schedules attached thereto.

## **22. Miscellaneous**

This Lease Agreement, the Lease Schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto will have been made, executed, and delivered in and shall be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Texas. Venue shall be in Brazos County, Texas.

This Lease Agreement was jointly drafted by the parties, and the parties hereby agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between

the parties. This Lease Agreement, the Addendum, and associated Lease Schedule(s) constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment, superseding all prior understandings, agreements, negotiations, discussions, proposals, representations, promises, commitments and offers between the parties, whether oral or written. This Lease Agreement and associated Lease Schedule(s) constitute a single unitary agreement. No provision of this Lease Agreement or any Lease Schedule shall be deemed waived, amended, discharged, or modified orally or by custom, usage, or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the parties hereto. If any one or more of the provisions of this Lease Agreement or any Lease Schedule is for any reason held invalid, illegal, or unenforceable, the remaining provisions of this Lease Agreement and any such Lease Schedule will be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable valid, legal, and enforceable provision that is closest to the original intention of the parties. Lessee agrees that neither the manufacturer, nor the supplier, nor any of their salespersons, employees or agents are agents of Lessor.

Any notice provided for herein shall be in writing and sent by certified or registered mail to the parties at the addresses stated on page 1 of this Lease Agreement.

This Lease Agreement shall not become effective until delivered to Lessor at its offices in Sugar Land, Texas and executed by Lessor. If this Lease Agreement shall be executed by Lessor prior to being executed by Lessee, it shall become void at Lessor's option five (5) days after the date of Lessors execution hereof, unless Lessor shall have received by such date a copy hereof executed by a duly authorized representative of Lessee.

This Lease Agreement is made subject to the terms and conditions included herein and Lessee's acceptance is effective only to the extent that such terms and conditions are consistent with the terms and conditions herein. Any acceptance that contains terms and conditions that are in addition to or inconsistent with the terms and conditions herein will be a counteroffer and will not be binding unless agreed to in writing by Lessor.

If contrary to the parties' intentions a court of competent jurisdiction determines that this Lease is not a true "lease" under the UCC or other applicable law but rather another form of indebtedness secured by the Equipment, then Lessee shall be deemed to have granted and hereby grants to Lessor, a first priority security interest in: (1) the Equipment and all additions, attachments, accessories and accessions thereto; (2) all subleases, chattel paper, accounts, security deposits, and general intangibles relating thereto, and

any and all substitutions, replacements or exchanges for any such item of Equipment, in each such case in which Lessee shall from time to time acquire an interest; and (3) any and all Insurance and/or other proceeds of the property and other collateral in and against which a security interest is granted hereunder. Lessee hereby authorizes Lessor to file financing statements in the applicable jurisdictions in order to perfect the security interest granted hereunder (for precautionary purposes only). Upon a default by Lessee under this Lease, in addition to all other remedies set forth herein, Lessor shall be entitled, to the extent authorized by Texas law and not otherwise expressly limited under this Agreement, to exercise all other rights and remedies available to a secured party.

The terms used in this Lease Agreement, unless otherwise defined, shall have the meanings ascribed to them in the Lease Schedule(s).

### **23. Net Lease**

This Lease Agreement is a net lease and Lessee's obligations to pay all Lease Charges and other amounts payable hereunder shall be absolute and unconditional and, except as expressly provided herein, shall not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off or recoupment; (ii) discontinuance or termination of any license; (iii) Equipment failure, defect or deficiency; (iv) damage to or destruction of the Equipment; or (v) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller or vendor of the Equipment. To the extent that the Equipment includes intangible (or Intellectual) property, Lessee understands and agrees that: (i) Lessor is not a party to and does not have any responsibility under any software license and/or other agreement with respect to any software; and (ii) Lessee will be responsible to pay all of the Lease Charges and perform all its other obligations under this Lease Agreement despite any defect, deficiency, failure, termination, dissatisfaction, damage or destruction of any software or software license. Further, Lessee agrees that, except as expressly provided herein, it has an unconditional, irrevocable and absolute obligation to pay all Lease Charges and other amounts payable hereunder to the Lessor although (i) the Lessor does not hold title to any Software (or intellectual or Intangible property), (ii) Lessor is not a party to any Software license (or intellectual or intangible property license) that is listed among the Equipment on any Lease Schedule and (iii) any license to Software is exclusively between the licensor of the Software ("Licensor") and the Lessee. Except as expressly provided herein, this Lease Agreement shall not terminate for any reason, including any defect in the Equipment or Lessor's title thereto or any destruction or loss of use of any item of Equipment.

### **24. Headings**

Section headings herein are used for convenience only and shall not otherwise affect the provisions of this Lease Agreement.

**Signature Page to Follow**

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be signed by their respective duly authorized representative.

Every Term is Agreed to and Accepted:

**Seamless Advanced Solutions, LLC**

"Lessor"

By:  \_\_\_\_\_

Print Name: Sam Tenorio III

Title: Managing Member

Date: July 27, 2021

Every Term is Agreed to and Accepted:

**The Texas A&M University System**

"Lessee"

By:  \_\_\_\_\_

Print Name: Billy Hamilton

Title: Deputy Chancellor and CFO

Date: July 27, 2021

## ADDENDUM TO AGREEMENT

This Addendum to Agreement ("Addendum") is made and entered into by and between The Texas A&M University System (Lessee") and Seamless Advanced Solutions, LLC ("Lessor"). This Addendum modifies and is incorporated by reference into the Lease Agreement Number 001742 to which it is attached entitled "Lease Agreement" with effective date of July 27, 2021. between Lessee and Lessor ("Agreement"). Both Lessee and Lessor are also referred to herein as "Party" or, collectively "Parties."

1. **Representations and Warranties by Lessor.** If Lessor is a corporation or a limited liability company, Lessor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Lessor has been duly authorized to act for and bind Lessor.
2. **Tax Certification.** If Lessor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Lessor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Lessor is exempt from the payment of those taxes, or that Lessor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
3. **Payments.** So long as Lessor has provided Lessee with its current and accurate Federal Tax Identification Number in writing and has otherwise complied with the terms of the Agreement, Lessee will pay Lessor for goods and services in accordance with Chapter 2251, Texas Government Code. Lessee, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.
4. **Prompt Payment.** Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.
5. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Lessor agrees that any payments owing to Lessor under the Agreement may be applied directly toward any debt or delinquency that Lessor owes the State of Texas until such debt or delinquency is paid in full.
6. **Texas Family Code Child Support Certification.** Pursuant to Section 231.006, Texas Family Code, Lessor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
7. **Notices:** Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the



provisions of this Agreement to Lessee will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

**Name, address, and email of appropriate person:**

**The Texas A&M University System  
Attn: Jeff Zimmerman  
301 Tarrow  
College Station, TX 77840  
E-mail: jzimmerman@tamus.edu**

or such other person or address as may be given in writing by Lessee to Lessor.

Notwithstanding any other requirements for notices given by a party under the Agreement, if Lessor intends to deliver written notice to Lessee pursuant to Section 2251.054, Texas Government Code, then Lessor will send that notice to Lessee as follows:

**Name, address, and email of appropriate person:**

**The Texas A&M University System  
Attn: Jeff Zimmerman  
301 Tarrow  
College Station, TX 77840  
E-mail: jzimmerman@tamus.edu**

8. Venue; Governing Law. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions of this Agreement will be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas. Brazos County, Texas, will be the proper place of venue for suit on or in respect to this Agreement.
9. Entire Agreement; Modifications. The Agreement, as modified by this Addendum, supersedes all prior agreements, written or oral, between Lessor and Lessee and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except in writing signed by Lessee and Lessor.
10. Loss of Funding.
  - a) The Agreement will be deemed executory only to the extent of the monies appropriated by Lessee's Board of Regents (the "Board") and available for the purpose of the Agreement, and no

liability on account therefore will be incurred beyond the amount of such monies. The Agreement is not a general obligation of Lessee. The full faith and credit of Lessee is not pledged to the payment of any amount due or to become due under the Agreement. All pecuniary obligations of Lessee are subject and subordinate to the timely payment of Parity Obligations issued or incurred pursuant to the Master Resolution Establishing The Revenue Financing System for The Texas A&M University System, adopted on November 19, 1990, as amended on September 17, 1993 and August 1, 1997. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purposes of the Agreement. Notwithstanding the foregoing statutory provision, Lessee hereby covenants and agrees to the following: (i) Lessee shall not engage any other party to provide the Equipment, or equipment similar to the Equipment, during the Term. (ii) Subject to applicable legal limitations, Lessee shall take all necessary and timely action during the Term to obtain funds and maintain appropriations sufficient to satisfy its obligations under the Agreement (the "Obligations") including, without limitation, providing for the Obligations in each required budget submitted to obtain applicable appropriations, using its best efforts to obtain approval of such budget, and exhausting all available reviews and appeals in order to effectuate an appropriation sufficient to satisfy the Obligations.

- b) Upon the occurrence of all the events described in subparagraphs (i) through (iii) below (collectively, the "Non- Appropriation Occurrence"), Lessee may terminate the Agreement, effective as of the first day of fiscal year (September 1 through August 31) for which funds have not been appropriated. The descriptions of the following events are not intended to impose requirements beyond the current term of the presently constituted Board but rather to set forth occurrences which give rise to the right of Lessee to terminate the Agreement. (i) An authorized governmental action, or non-action, of the Board, including a Board to be constituted in the future, resulting in the lack of an appropriation of funds sufficient to satisfy the Obligations and Lessee has provided Lessor a true, correct, and complete copy of a document describing such action; (ii) Lessee has exhausted all lawfully available funds and has no funds lawfully available from any other source to satisfy the Obligations; and (iii) Lessee has provided written notice to Lessor of the governmental action resulting in the lack of appropriations of funds (as described in subsection (i)) within 20 days of Lessee's knowledge thereof.
- c) If the Agreement is terminated following a Non-Appropriation Occurrence, during the Term (as would otherwise have been in effect): (i) Lessee shall not purchase, lease, rent, engage the services of an agent or independent contractor or otherwise pay for the use of a system or equipment performing functions or services similar to those performed by the Equipment; and (ii) if Lessee receives an appropriation of funds which permits Lessee to purchase, lease, rent, engage the services of an agency or independent contractor, or otherwise pay for the use of a system or equipment performing functions or services similar to those performed by the Equipment, upon receipt of such funds such other obligations shall immediately be rescinded and Lessee shall satisfy the Obligations then owed to Lessor prior to Lessee's appropriation of such funds for the purpose of paying any other payee(s).

11. State Auditor's Office. Lessor understands that acceptance of funds under the 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 Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. Lessor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Lessor will include this provision in all contracts with permitted subcontractors. In addition, at any time during the term of the Agreement and for a period of four (4) years thereafter, the State of Texas, Lessee and/or other federal, state and local agencies which may have jurisdiction over this Agreement, at reasonable times and at its expense reserves the right to audit Lessor's records and books that relate only to this Agreement. In the event such an audit by Lessee reveals any errors/overpayments by Lessee, Lessor shall refund Lessee the full amount of such overpayments within thirty (30) days of such audit findings, or Lessee, at its option, reserves the right to deduct such amounts owing Lessee from any payments due Lessor. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at Lessor's expense within two (2) weeks of written request. This Section shall survive termination of this Agreement.
12. Ethics Matters; No Financial Interest. Lessee is an entity subject to the Deficit Reduction Act of 2005 and is required to establish and disseminate policies to be adopted by its Lessors and agents. Accordingly, Lessor agrees that it will comply with federal, state, or local laws or regulations applicable to Lessor's performance under the Agreement. Lessor further agrees that it will comply with applicable Lessee Operating Policies and Procedures located at <https://law.tamu.edu/faculty-staff/policies-hr/tamu-system-policies-and-regulations>, including, but not limited to HSC OP 52.06, Standards of Conduct and Ethics Guide, HSC OP 52.03, Compliance Hotline, and HSC OP 52.04, Reporting Violations and Non-Retaliation Policy, as well as all relevant published Lessee compliance programs, which are available on its website: <https://urc.tamu.edu/compliance/>. If Lessor performs coding/billing services or provides health care items or services on behalf of Lessee, upon request from Lessee, Lessor agrees to participate in Lessee's billing compliance and HIPAA privacy training sessions.
13. HIPAA Compliance. It is the intent of the Parties to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996, now codified at Title XI, Part C of the Social Security Act and as it may be amended and all regulations promulgated thereunder ("HIPAA"), as these may change from time to time. Lessor shall not, and shall require that its employees and agents, shall not, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Lessee in writing, any individually identifiable patient or medical record information regarding Lessee patients, and the Lessor shall comply, and shall ensure that each of its employees and agents providing Services under this Agreement complies, with all federal and state laws and regulations, and all HIPAA rules, regulations and policies of Lessee regarding the confidentiality of such information. If required, Lessor agrees to execute Lessee's business associate agreement.

14. Use of Name. Neither Party to this Agreement shall use the name or indicia of the other Party, nor of any of a Party's employees, in any manner of publicity, advertising, or news releases without prior written approval of the other Party.
15. Independent Contractor. Nothing in the Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting Parties. The sole interest and responsibility of the Parties is that the services covered by the Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.
16. Insurance. Lessee state employees are subject to Texas Civil Practice and Remedies Code, Chapter 104, State Liability for Conduct of Public Servants, under which state employees acting and the course and scope of their employment are entitled to protection from the state with limits as set forth in §104.003. Notwithstanding anything in the Agreement to the contrary, Lessee shall not be required to purchase or maintain any additional insurance required by the Agreement.
17. Limitations. THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF LESSEE (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS (IF ANY) RELATING TO LIENS ON LESSEE'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF 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 OF THE AGREEMENT RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON LESSEE EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
18. Addendum Controlling. Notwithstanding anything in the Agreement to the contrary, in the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.
19. Certification as to Contracts with Companies Boycotting Israel. If the Agreement has a value of \$100,000 or more and if Lessor is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to Texas Government Code § 2271.002, Lessor certifies that Lessor does not boycott Israel and will not boycott Israel during the term of the Agreement. For purposes of this provision, "company" and "boycott Israel" have the meanings provided in Texas Government Code § 808.001.
20. Certification as to Business with Certain Countries and Organizations. Pursuant to Chapter 2252, Texas Government Code, Lessor certifies that Lessor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Lessee may terminate the Agreement if this certification is inaccurate.

21. Certification as to Contracts Related to Persons Involved in Human Trafficking. Pursuant to Section 2155.0061, Texas Government Code, Lessor certifies that Lessor is not ineligible to enter into the Agreement due to financial participation by a person who, during the five-year period preceding the date of the Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that Lessee may terminate the Agreement and withhold payment if this certification is inaccurate.
22. Conflict of Interest. Lessor and each person signing on behalf of Lessor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of Lessee or Lessee's Board of Regents, nor any employee or person whose salary is payable in whole or in part by Lessee, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.
23. Public Information. Lessor acknowledges that Lessee 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 the Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Lessee's written request, Lessor shall provide specified public information exchanged or created under the Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Lessee in a non-proprietary format acceptable to Lessee. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Lessee has a right of access. Lessor acknowledges that Lessee may be required to post a copy of the fully executed Agreement on Lessee's website in compliance with Section 2261.253(a)(I), Texas Government Code.
24. Records Retention. Lessor shall preserve all contracting information, as defined under Texas Government Code Section 552.003(7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

Every Term is Agreed to and Accepted:

**Seamless Advanced Solutions, LLC**

"Lessor"

By: 

Print Name: Sam Tenorio III

Title: Managing Member

Date: July 27, 2021

Every Term is Agreed to and Accepted:

**The Texas A&M University System**

"Lessee"

By: 

Print Name: Billy Hamilton

Title: Deputy Chancellor and CFO

Date: July 27, 2021

Rider Number: 001  
Lease Agreement Number: 001742  
Lease Schedule Number: 001  
Lessee Name: The Texas A&M University System  
Lease Dated: July 27, 2021

**SOFTWARE RIDER**

1. The LEASE AGREEMENT (as modified by this addendum) constitutes a discrete financing agreement between Lessee and Lessor and is separate and distinct from any software license or other similar agreement (the "Product Agreement") between Lessee and the owner, distributor or licensor (the "Licensor") of any software and software related products and services listed on the LEASE AGREEMENT (the "Software Products"). Lessee authorizes and requests Lessor to satisfy Lessee's payment obligations to Licensor under the above Product Agreement, and in consideration of this undertaking, Lessee unconditionally agrees to pay the required amounts per the LEASE AGREEMENT, on or before the due dates, to the order of Lessor or Lessor's assignee (the "Assignee").

EXCEPT AS EXPRESSLY PROVIDED IN THE LEASE AGREEMENT OR PROHIBITED UNDER TEXAS LAW, LESSEE AGREES THAT LESSEE'S OBLIGATIONS TO PAY WHEN DUE THE PAYMENTS AND ALL SUMS DUE UNDER THE LEASE AGREEMENT ARE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO, NOR SHALL LESSEE ASSERT AGAINST LESSOR OR ANY ASSIGNEE, ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION OR DEFENSE OF ANY KIND

2. LESSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE SOFTWARE PRODUCTS, HARDWARE (IF ANY) OR ANY SERVICES COVERED BY THE PRODUCT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR AGAINST INFRINGEMENT. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, LESSEE WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT LESSEE MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE SOFTWARE PRODUCTS, HARDWARE OR ANY SERVICES COVERED BY THE PRODUCT AGREEMENT, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, DISTRIBUTE OR LICENSE THE SOFTWARE PRODUCTS AND/OR HARDWARE AND THAT LESSEE HAS MADE THE SELECTION OF SUCH SOFTWARE PRODUCTS AND/OR HARDWARE BASED UPON LESSEE'S OWN JUDGMENT AND EXPRESSLY DISCLAIM ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS.
3. LESSEE'S OBLIGATIONS UNDER THE LEASE AGREEMENT ARE COMPLETELY INDEPENDENT OF THE DELIVERY, PERFORMANCE OR QUALITY OF THE SOFTWARE PRODUCTS, HARDWARE OR ANY SERVICES COVERED BY THE PRODUCT AGREEMENT, LICENSOR'S FAILURE TO PERFORM UNDER THE PRODUCT AGREEMENT AND LICENSOR'S BREACH OF ANY OF ITS REPRESENTATIONS AND WARRANTIES CONCERNING THE SOFTWARE PRODUCTS. IN THE EVENT OF ANY BREACH OR

DEFAULT UNDER THE PRODUCT AGREEMENT, LESSEE'S SOLE REMEDY SHALL BE AGAINST LICENSOR UNDER THAT PRODUCT AGREEMENT, AND LESSEE SHALL REMAIN OBLIGATED TO MAKE THE PAYMENTS UNDER THE LEASE AGREEMENT WHEN DUE, TO LESSOR OR ITS ASSIGNEE.

4. In consideration of and to secure Lessee's full and timely payment of Lessee's obligations under the LEASE AGREEMENT, Lessee irrevocably transfer and grant Lessor a license and right, which Lessor may avail itself of after an Event of Default (as hereinafter defined), in all of Lessee's rights to use the Software Products and receive any services covered under the Product Agreement, and to suspend, cancel and/or terminate Lessee's license for such Software Products and rights to receive any such services. This is a present grant to Lessor but may be acted upon by Lessor only after an Event of Default. Lessee and Lessor each acknowledge that Lessor's rights to use and receive the Software Products may be subject to the provisions of the Product Agreement and rights of the Licensor, but, as between Lessee and Lessor, after an Event of Default and upon Lessor's written exercise of Its rights hereunder, there shall be a total relinquishment of Lessee's rights In the Software Products to Lessor.
5. In further consideration of and to further secure Lessee's full and timely payment of Lessee's obligations hereunder and under the LEASE AGREEMENT, Lessee hereby assign over to and grant to Lessor a security interest in all of Lessee's right, title and interest in the Software Products.
6. Any of the following shall constitute an "Event of Default under the LEASE AGREEMENT, and this addendum (in addition to the conditions of default in Section 5 of the LEASE AGREEMENT, notwithstanding the provisions of Addendum to the LEASE AGREEMENT regarding non-appropriation of funds): (i) Lessee's license to use any software component of the Software Products is canceled, terminated, suspended or materially restricted or limited; (ii) Lessee is in material breach of the Product Agreement and fail to cure such breach within any cure period provided to Lessee by the Product Agreement.
7. Should an Event of Default occur, then without notice to Lessee or any other party: (a) Lessor may declare immediately due and payable (as liquidated damages and not as a penalty) all accrued and unpaid Payments then due under the LEASE AGREEMENT; (b) Lessor may cancel, terminate, or cause the cancellation and/or termination of all licenses and other Product Agreements for Software Products granted to Lessee, and may further cancel, terminate, suspend or withhold or cause the cancellation, termination, suspension or withholding of Software Products; (c) Lessor may exercise any rights under the Product Agreement which may have been granted to Lessor by Licensor; (d) Lessor may exercise the transfer of Lessee's rights in Software Products, as provided in Section 5 above. These remedies are in addition to any remedies available to Lessor in the LEASE AGREEMENT, at law or in equity. Lessor shall not be required to license, lease, transfer or use the Software Products in mitigation of any damages resulting from an Event of Default.
8. Upon Lessor's instructions after an Event of Default, Lessee agrees immediately to cease using the Software Products, to deinstall and delete all copies of licensed Software Products from all computer systems owned or controlled by Lessee or used for Lessee's benefit, and on which

Lessee permitted the Software Products to operate, and, at Lessor's option, either destroy all written manuals and materials provided with the Software Products, or return the same to Lessor" and to provide Lessor with a certificate signed by Lessee's officer who is responsible for Lessee's information systems, attesting to such cessation of use and maintenance, deinstallation, deletion, destruction and/or return.

9. So long as Lessee has paid all payment due under the LEASE AGREEMENT, and Lessee is not otherwise in default at the end of the term of the LEASE AGREEMENT, Lessee will be entitled to the lesser of: (a) a perpetual license to the Software Products; or (b) whatever rights have been granted by the Licensor pursuant to the terms of the Product Agreement.
10. The complete and exclusive statement of the agreement relating to this subject consists of the LEASE AGREEMENT, Addendum thereto and this Software Addendum. This statement of the agreement supersedes all proposals, letters, and other agreements, oral or written, and all other communications between the parties relating to this subject. There are no promises, representations, or warranties other than as expressly set forth in the LEASE AGREEMENT, as modified by this Software Addendum.

Every Term is Agreed to and Accepted:

**Seamless Advanced Solutions, LLC**

"Lessor"

By: 

Print Name: Sam Tenorio III

Title: Managing Member

Date: July 27, 2021

Every Term is Agreed to and Accepted:

**The Texas A&M University System**

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By: 

Print Name: Billy Hamilton

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Date: July 27, 2021