AMENDMENT NO. 6
TO THE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND GOTHAMS, LLC

This Amendment No. 6 ("Sixth Amendment") serves to amend the Services Agreement effective as of July 3, 2020, as amended on July 9, 2020, September 21, 2020, December 15, 2020, January 28, 2021, and April 6, 2021 (the "Agreement"), between The Texas A&M University System ("A&M System") and Gothams, LLC ("PROVIDER") and is effective July 1, 2021 ("Sixth Amendment Effective Date"). A&M System and PROVIDER agree to amend the Agreement as follows:

1. The first recital of the Agreement is hereby amended by deleting the following: "authorized by the U.S. Food and Drug Administration ("FDA") pursuant to an Emergency Use Authorization "EUA")".

2. Section 1.A of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Type of Test: (i) From the Effective Date through July 14, 2021, PROVIDER shall cause Curative to continue to process at the Lab(s) and provide test results for the Curative-Korva SARS-CoV-2 Assay (the "Curative-Korva Test"), which A&M System and its Members have received under this Agreement, as authorized by the U.S. Food and Drug Administration ("FDA") pursuant to an Emergency Use Authorization ("EUA"). The Curative-Korva Test is a real-time reverse transcription polymerase chain reaction (rRT-PCR) test for the detection of nucleic acid from SARS-CoV-2 conducted by self-collected oral fluid swab specimen overseen or supervised by appropriate personnel who have received PROVIDER's recommended training.

   (ii) Commencing on July 13, 2021, A&M System and its Members shall only be able to order and receive Kits of the Alinity m SARS-CoV-2 assay (the "Alinity Test", and collectively with the Curative-Korva Test, the "COVID-19 Tests") which has been authorized by the FDA pursuant to an EUA. The Alinity Test is a real-time reverse transcriptase polymerase chain reaction test for the detection of nucleic acid from SARS-CoV-2 in self-collected anterior nasal swabs (swab inserted approximately a half inch into the nostril) from any individual, including individuals without symptoms or other reasons to suspect COVID-19 infection. The Alinity Test shall be overseen or supervised by appropriate personnel who have received PROVIDER's recommended training.

   (iii) The EUAs for the COVID-19 Tests are only authorized for the duration of the declaration that circumstances exist justifying the authorization of the emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(2) of the Federal Food, Drug, and Cosmetic Act (the "Act") or the EUAs are terminated or revoked sooner under Section 564(g) of the Act (each, an "EUA Termination").

   (iv) Commencing on July 14, 2021, PROVIDER shall cause Curative to (a) deliver to A&M System and its Members one (1) Alinity Test Kit for each unused Curative-Korva Test Kit in their possession at no cost to A&M System or its Members, the first 10,000 Alinity Test Kits to be delivered within 24 hours of A&M System or its Members notifying Curative of the shipment address for delivery and the remaining Alinity Test Kits to be delivered by July 21, 2021; and (b) provide appropriate Curative personnel to A&M System and each of its Members to conduct training and assist in quickly preparing to administer the Alinity Test. PROVIDER shall cause Curative to properly dispose of any Curative-Korva Test Kits held by A&M System or its Members at no cost to A&M System or its Members and within seven (7) business days from the time the Alinity Test Kit is delivered to A&M System or its Members.

(v) Under no circumstances shall PROVIDER or Curative provide A&M System, its Members or Clients with any test other than the COVID-19 Tests without first obtaining A&M System's written approval memorialized in a formal, written amendment to this Agreement executed by authorized representatives of both Parties. The Parties will coordinate on all written communications to Clients regarding the COVID-19 Tests."

3. The second sentence of Section 1.B of the Agreement is hereby amended by adding "or nasal" after "oral".

4. Section 1.G of the Agreement is hereby amended by adding the following:

   "Under no circumstances shall the Website permit Clients to register for an appointment or receive Lab Results for any test other than the COVID-19 Tests."

5. The first sentence of Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "The term of this Agreement shall begin on the Effective Date and remain in effect through June 30, 2022 (the "Term")."

6. The first sentence in Section 3.A of the Agreement is hereby deleted in its entirety and replaced with the following:

   "For the services rendered under this Agreement, A&M System shall pay PROVIDER [redacted] per Kit; provided, however, that the first 15,000 Alinity Test Kits ordered by A&M System or its Members will be at [redacted] to A&M System or its Members."

Except as expressly set forth in and as contemplated in this Sixth Amendment, all other terms and conditions in the Agreement are to remain in full force and effect. This Sixth Amendment is effective as of the Sixth Amendment Effective Date regardless of the date when signed by all parties.

DS

The Texas A&M University System:

DocuSigned by:
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Authorized Signature

Billy Hamilton
Name

Deputy Chancellor and Chief Financial Officer
Title

Date: 7/21/2021 | 08:44:54 CDT

Gothams, LLC:

DocuSigned by:
1A5DBE7FCA6C4BC...
Authorized Signature

Jon Gruen
Name

Chief Financial Officer
Title

Date: 7/15/2021 | 15:13:31 PDT