

### **Amendment and Extension to the Master Subscription Agreement**

The following changes are hereby made to the Master Subscription Agreement between Modo Labs and the Texas A&M University System, as originally agreed December 1, 2015. Such original agreement, as modified and amended below, along any Order Forms and Statements of Work ("SOW"), are collectively referred to as the "Agreement" and shall be the governing agreement between the parties for Modo Software and associated services. Upon mutual execution below, the Agreement shall be effective December 1, 2020 ("Effective Date"), through December 1, 2023. This agreement may be extended for two (2) additional two-year terms upon written agreement of both parties.

The parties agree to the Agreement includes the following changes:

- (1) In Section 1.1, insert the words "Saas-based"

Immediately before the words: "Software, solutions and modules"

- (2) In Section 1.1, delete the words:

Although any Software provided to Customer under this Agreement may include source code for Customer's internal development purposes (for on premise installations with required support agreement), for avoidance of doubt, a Client Application distributed to End Users shall not include any such Software source code or Documentation.

In their entirety, and replace them with:

Source code, provided with the Software, if any, may only be used for Customer's internal development purposes in conjunction with the Software, and for avoidance of doubt, a Client Application distributed to End Users shall not include any such Software source code or Documentation.

- (3) In Section 1.1, insert the words:

and the use by such Affiliates does not exceed the licensed use set forth in the applicable Order Form. Customer is responsible for any breach of this Agreement by any Affiliate.

Immediately following the words:

50% owned or controlled by Customer ("Affiliates") for so long as (and only so long as) such entities are Affiliates

- (4) In Section 1.1, delete the words:

Customer is permitted to modify and create derivative works of the Software ("Derivative Works"); provided, however, that Derivative Works shall only be used for Customer's internal purposes and are subject to the other license restrictions contained in this Section 1.1 and the applicable Order Form. Customer *may* make a reasonable number of copies of the Software for its internal backup and archival purposes only.

In their entirety, and replace them with:

Customer is permitted to modify and create derivative works of the Software ("Derivative Works"); provided, however, that such Derivative Works shall only be used for Customer's internal purposes for used on licensed Software, and are subject to the other license restrictions contained in this Section 1.1 and the applicable Order Form.

- (5) In Section 10.7, delete the words:

Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

In their entirety, and replace them with:

Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a


Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

(6) Add Section 10.15 as follows::

Records Retention. PROVIDER will 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.

Executed by the parties' authorized representatives as of the Effective Date.

**MODO LABS, INC.** Signed by:

Signature: 

Name: Stewart Elliot  
90B60633034C47F...

Title: CEO

Date: 12/10/2020 | 20:44:12 PST

**Texas A&M University System:**

Signature: 

Name: Billy Hamilton  
BEDCDB89EA78479...

Title: Deputy Chancellor and CFO

Date: 12/11/2020 | 08:51:31 CST

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**AMENDMENT No. 3  
TO AN AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES  
AND MODO LABS, INC.**

This Amendment No. 3 (Amendment) serves to amend the Agreement, effective December 2, 2015, between The Texas A&M University System ("A&M System") and Modo Labs, Inc. ("PROVIDER"), and is effective December 1, 2020 ("Amendment Effective Date"). A&M System and PROVIDER agree to amend and/or modify the Agreement as follows:

**2. TERM OF THE AGREEMENT**

Replace the words "for three (3) years" with the words "through December 2, 2023".

**4. ACCESSIBILITY**

Replace the words "shall deliver" with the words "shall be capable of delivering".

Replace the words "PROVIDER shall" with the words "For the components it is responsible for implementing, the PROVIDER shall".

**9. MISCELLANEOUS**

Replace section M in its entirety with the following:

**M. Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force

Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

Add section X below:

- X. Records Retention.** PROVIDER will 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.

**EXHIBIT A – PRICING**

Exhibit A Pricing Tables shall be deleted and replaced with the pricing tables below:

**Texas A&M - System**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 151,000 Students	\$ 342,540	\$ 57,800
11	College Station, Corpus Christi, Tarleton State, International, Central Texas, Commerce, Kingsville, San Antonio, Texarkana, West Texas A&M, Prairie View A&M	Included	Included
1	Add Modo Communicate Premium	Included	Included
1	Add XModule	Included	Included
500	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included
500	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	<b>Subtotal, Products, Modules and Administration</b>	<b>\$ 342,540</b>	<b>\$ 57,800</b>
	Bulk Discount @ 10% (1 system app with 11 campus locations)	(\$ 34,254)	(\$ 5,780)
	<b>Total, Annual Subscription and One-Time Fees</b>	<b>\$ 308,286</b>	<b>\$ 52,020</b>
	<b>Total First Year Fees, Annual Subscription and One-Time Fees Combined</b>	<b>\$ 360,306</b>	
	<b>Year Two, Annual Subscription</b>	<b>\$ 318,462</b>	
	<b>Year Three, Annual Subscription</b>	<b>\$ 328,015</b>	

**Texas A&M - College Station**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 60,000 Students	\$67,200	
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	
	<b>Subtotal, Products, Modules and Administration</b>	<b>\$67,200</b>	
	<b>* Current Modo customer, renewal pricing</b>	<b>\$67,200</b>	
	<b>Total First Year Fees, Annual Subscription and One-Time Fees Combined</b>	<b>\$67,200</b>	
	<b>Year Two, Annual Subscription</b>	<b>\$69,216</b>	
	<b>Year Three, Annual Subscription</b>	<b>\$71,292</b>	

**Texas A&M - Corpus Christi**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 15,000 Students	\$56,670	
1	Add Modo Communicate Premium	Included	

1	Add XModule	Included	
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	
	Subtotal, Products, Modules and Administration	\$56,670	

* Current Modo customer, renewal pricing	\$56,670	
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Total First Year Fees, Annual Subscription and One-Time Fees Combined	\$56,670
Year Two, Annual Subscription	\$58,370
Year Three, Annual Subscription	\$60,121

**Tarleton State**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 13,000 Students	\$43,060	
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	
	Subtotal, Products, Modules and Administration	\$43,060	

* Current Modo customer, renewal pricing	\$43,060	
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Total First Year Fees, Annual Subscription and One-Time Fees Combined	\$43,060
Year Two, Annual Subscription	\$44,352
Year Three, Annual Subscription	\$45,682

**Prairie View A&M**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 10,000 Students	\$31,125	\$13,625
1	Add Modo Communicate Premium (optional)	\$8,625	\$3,000
1	Add Xmodule (optional)	\$8,625	\$3,000
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	Subtotal, Products, Modules and Administration	\$48,375	\$19,625

Total Annual Subscription and One-Time Fees	\$48,375	\$19,625
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Total First Year Fees, Annual Subscription and One-Time Fees Combined	\$68,000
Year Two, Annual Subscription	\$49,826
Year Three, Annual Subscription	\$51,321

**Texas A&M International**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 10,000 Students	\$31,125	\$13,625
1	Add Modo Communicate Premium (optional)	\$8,625	\$3,000
1	Add Xmodule (optional)	\$8,625	\$3,000
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	Subtotal, Products, Modules and Administration	\$48,375	\$19,625
Total Annual Subscription and One-Time Fees		\$48,375	\$19,625
Total First Year Fees, Annual Subscription and One-Time Fees Combined		\$68,000	
Year Two, Annual Subscription		\$49,826	
Year Three, Annual Subscription		\$51,321	

**Texas A&M - Central Texas**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 3,000 Students	\$24,900	\$10,900
1	Add Modo Communicate Premium (optional)	\$6,900	\$2,400
1	Add Xmodule (optional)	\$6,900	\$2,400
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	Subtotal, Products, Modules and Administration	\$38,700	\$15,700
Total Annual Subscription and One-Time Fees		\$38,700	\$15,700
Total First Year Fees, Annual Subscription and One-Time Fees Combined		\$54,400	
Year Two, Annual Subscription		\$39,861	
Year Three, Annual Subscription		\$41,057	

**Texas A&M - Kingsville**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 10,000 Students	\$31,125	\$13,625
1	Add Modo Communicate Premium (optional)	\$8,625	\$3,000
1	Add Xmodule (optional)	\$8,625	\$3,000
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	Subtotal, Products, Modules and Administration	\$48,375	\$19,625
Total Annual Subscription and One-Time Fees		\$48,375	\$19,625

Total First Year Fees, Annual Subscription and One-Time Fees Combined	\$68,000
Year Two, Annual Subscription	\$49,826
Year Three, Annual Subscription	\$51,321

**Texas A&M - San Antonio**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 7,000 Students	\$31,125	\$13,625
1	Add Modo Communicate Premium (optional)	\$8,625	\$3,000
1	Add Xmodule (optional)	\$8,625	\$3,000
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	Subtotal, Products, Modules and Administration	\$48,375	\$19,625

Total Annual Subscription and One-Time Fees	\$48,375	\$19,625
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Total First Year Fees, Annual Subscription and One-Time Fees Combined	\$68,000
Year Two, Annual Subscription	\$49,826
Year Three, Annual Subscription	\$51,321

**West Texas A&M**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 7,000 Students	\$31,125	\$13,625
1	Add Modo Communicate Premium (optional)	\$8,625	\$3,000
1	Add Xmodule (optional)	\$8,625	\$3,000
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	Subtotal, Products, Modules and Administration	\$48,375	\$19,625

Total Annual Subscription and One-Time Fees	\$48,375	\$19,625
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Total First Year Fees, Annual Subscription and One-Time Fees Combined	\$68,000
Year Two, Annual Subscription	\$49,826
Year Three, Annual Subscription	\$51,321

**Texas A&M - Texarkana**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 3,000 Students	\$24,900	\$10,900
1	Add Modo Communicate Premium (optional)	\$6,900	\$2,400
1	Add Xmodule (optional)	\$6,900	\$2,400
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included



50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	Subtotal, Products, Modules and Administration	\$38,700	\$15,700
Total Annual Subscription and One-Time Fees		\$38,700	\$15,700
Total First Year Fees, Annual Subscription and One-Time Fees Combined		\$54,400	
Year Two, Annual Subscription		\$39,861	
Year Three, Annual Subscription		\$41,057	

**Texas A&M - Commerce**

Modo Campus Professional

3-Year Subscription Proposal

Expires 12/31/2020

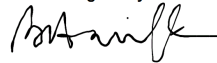
Qty	Products, Modules and Administration (see product list below)	Annual Fees	One Time Fees
1	Campus Professional, Under 13,000 Students	\$37,350	\$16,350
1	Add Modo Communicate Premium (optional)	\$10,350	\$3,600
1	Add Xmodule (optional)	\$10,350	\$3,600
100	Add Mix and Match Standard Modules (Up to 10 integrated by Modo)	Included	Included
50	Add Edit Screens for use with Publisher, Indoor Maps and Tours	Included	Included
1	Native App for iOS and Android, including Phone Devices and Tablet	Included	Included
	Subtotal, Products, Modules and Administration	\$58,050	\$23,550
Total Annual Subscription and One-Time Fees		\$58,050	\$23,550
Total First Year Fees, Annual Subscription and One-Time Fees Combined		\$81,600	
Year Two, Annual Subscription		\$59,792	
Year Three, Annual Subscription		\$61,585	

**All other terms and conditions not hereby amended are to remain in full force and effect.**

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

DocuSigned by:



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

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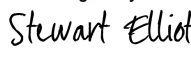
Billy Hamilton

Deputy Chancellor and CFO

Date: 12/11/2020 | 08:51:31 CST

**Modo Labs, Inc.:**

DocuSigned by:



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

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Stewart Elliot

CEO

Date: 12/10/2020 | 20:44:12 PST