

Services Agreement

BETWEEN



AND

Texas A&M University System

February 6, 2025

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This Services Agreement (the "**Agreement**") is made effective on February 6, 2025 (the "**Effective Date**")

by and between

IPRIS AG, a company incorporated under the laws of Switzerland, with its registered office at Pelikanweg 2, 4054 Basel, Switzerland

("IPRIS")

And

Texas A&M University System, with its registered office at A&M System 301 Tarrow, College Station, TX 77840, United States of America

("A&M System")

(IPRIS and A&M System, collectively, the "**PARTIES**" and, individually, a "**PARTY**")

Preamble

- A. WHEREAS, A&M System is the owner of various Intellectual Property Rights and desires to outsource the renewal payments for such Intellectual Property Rights to a third party specialist;
- B. WHEREAS, IPRIS has expertise in the management, handling and execution of the renewal payments of Intellectual Property Rights;
- C. WHEREAS, the PARTIES agree that A&M System mandates IPRIS with the execution of the renewal payments for A&M System's Intellectual Property Rights.

NOW, THEREFORE, the PARTIES agree as follows:

1 Definitions

In addition to the terms defined above, the following terms, whether used in the singular or plural, shall have the following meanings as used in this Agreement, unless otherwise specifically indicated:

- 1.1. "**Autorenew**" shall have the meaning set out in Article 2.3.3
- 1.2. "**Confidential Information**" shall mean any technical and business information pertaining to materials and production techniques, products, processes and services, including without limitation physical working models and samples of the products, research, development,

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patentable and unpatentable inventions, manufacturing, purchasing and product development plans, forecasts, strategies and information, engineering, marketing, merchandising, selling, customer lists, customer prospects, software codes, algorithms, names and expertise of employees and consultants, blueprints, technical information, trade secrets or know-how or other related proprietary business information and data, in any case whether such information is provided in tangible or intangible form, written, oral, graphic, pictorial or recorded form or stored on computer discs, hard drives, magnetic tape or digital or any other electronic medium.

- 1.3. **"Force Majeure"** shall mean conditions beyond the control of a PARTY, including without limitation, an act of God, war, civil commotion, terrorist act, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, destruction of facilities or materials by fire, earthquake, storm or the like catastrophe, and failure of plant or machinery (provided that such failure could not have been prevented by the exercise of skill, diligence, and prudence that would be reasonably and ordinarily expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances).
- 1.4. **"Intellectual Property Rights (IPRs)"** shall mean the entirety of all A&M System's Single IPRs such as patents, designs, utility models, trademarks and applications of the same listed and displayed on the IPRIS' Client Portal.
- 1.5. **"IPRIS Client Portal"** shall mean IPRIS secure web-based on-line portal data system listing the Intellectual Property Rights, the future renewal dates and Renewal Costs and allowing A&M System to manage and provide instructions to IPRIS regarding the renewal of the Intellectual Property Rights.
- 1.6. **"IPRIS database"** shall mean the database receiving all Intellectual Property Rights from A&M System, that are displayed in the IPRIS Client Portal.
- 1.7. **"Losses"** shall mean all and any liability, damage, loss or expense.
- 1.8. **"Manual Instructions"** shall have the meaning set out in Article 2.3.2
- 1.9. **"Monthly List"** shall have the meaning set out in Article 2.3.3
- 1.10. **"Renewal Costs"** shall mean the total costs to renew a Single IPR in one country that consist of and include (i) the official fees and possible surplus fees as set forth by the country specific patent office, (ii) any third party costs as e.g. local agency and/or representatives, (iii) bank costs, (iv) cost for foreign currency exchange and (v) the fee for IPRIS Services.
- 1.11. **"Single IPR"** shall mean either a single patent, trade mark, utility model, design, application and data describing to the same.
- 1.12. **"Sophia"** means the Sophia Knowledge Management System, a web-based, technology transfer software product offered by Wellspring Worldwide Inc. Sophia enables clients to manage their technology transfer tasks that include invention disclosure, intellectual property administration,

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marketing, licensing, financials, projects, new ventures, grants, and others;

1.13. "**Services**" shall have the meaning set out in Article 2.1.

1.14. "**Third Party**" means a Person other than IPRIS or A&M System.

2 Scope of Services

2.1. Services in General. IPRIS shall set-up, centralise, monitor and pay the renewal fees for A&M System's Intellectual Property Rights ("**the Services**") in accordance with the terms and conditions of this Agreement pursuant to and based on instructions by A&M System to IPRIS. IPRIS shall perform the Services in a professional manner using due care and according to generally accepted industrial standards.

2.2. Initial Set-up of the Service. For each Single IPR A&M System mandates IPRIS to perform the Service, A&M System will provide IPRIS with an electronic data file containing the information per Single IPR as listed in Annex 1. IPRIS will review the data received and check for plausibility and feed it into the IPRIS Database. A&M System shall then review and confirm in writing that such data as displayed in the IPRIS Client Portal is accurate, correct and complete. IPRIS' obligation to make renewal payments will only start after such confirmation has been received for all of A&M System's Intellectual Property Rights or parts thereof as mutually agreed in writing. Despite IPRIS reviewing the data from A&M System, A&M System is and remains solely responsible for the accuracy, correctness and completeness of all information provided to IPRIS pursuant to Annex1.

2.3. Operating Process.

2.3.1. General: The day-to-day handling and management of Intellectual Property Rights data and information is processed via the IPRIS Client Portal. IPRIS will display via the IPRIS Client Portal all Intellectual Property Rights with renewal data such as renewal years, renewal dates and Renewal Costs for all listed Single IPRs of A&M System. A&M System may instruct IPRIS to make renewal payments either by Manual Instructions or by Autorenew as outlined below. A&M System will inform IPRIS in writing within 10 days following the Effective Date which of its Single IPRs will be governed by Manual Instructions and which ones will be governed by Autorenew in the following year. Thereafter, A&M System may change from Autorenew to Manual Instructions and vice versa at its discretion. If A&M System fails to give any notification, all of A&M System's Single IPRs will be governed by Manual Instructions.

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- 2.3.2. Manual Instructions: IPRIS will only take any action in making any renewal payments for any A&M System Single IPRs if IPRIS has been given clear and unambiguous instructions by A&M System directly through the IPRIS Client Portal to render specific Services. A&M System must action such instructions through the IPRIS Client Portal at least two weeks before the renewal date of a Single IPR is due. If instructions are received by IPRIS less than two weeks before the renewal date is due, IPRIS will use reasonable commercial efforts to pay the renewal fee on time, however, IPRIS does not guarantee that such efforts are successful and shall in no circumstances incur any liability if its efforts fail. The respective efforts will be compensated by a special surplus fee to be agreed upon. In case of no or ambiguous instructions, IPRIS is entitled – but not obliged – to take reasonable and adequate action to protect A&M System’s interest at IPRIS’ discretion.
- 2.3.3. Autorenewal: Should A&M System chose Autorenewal, the IPRIS Client Portal will alert A&M System of upcoming renewal payment dates by sending to A&M System a list of all A&M System Single IPRs for which a renewal payment falls due in a given month at least 75 days before such month (i.e. on January 15 all renewal payment dates are listed that fall due in April) (“**Monthly List**”). IPRIS will then make the renewal payments for the A&M System Single IPRs displayed on the Monthly List when due, unless IPRIS had received clear and unambiguous instructions from A&M System in writing not to make the renewal payment for specific Single IPRs displayed on the Monthly List at least 60 days prior to the month during which the renewal payment for such Single IPR falls due.
- 2.4. Changes of Services. The PARTIES may at all times agree to change or amend the list of Intellectual Property Rights for which IPRIS is rendering the Services. Such changes or amendments shall be made by A&M System providing IPRIS with an electronic data file containing the information per Single IPR as listed in Annex 1. IPRIS will review the data received and check for plausibility and feed it into the IPRIS Database. A&M System shall then review and confirm that such data as displayed in the IPRIS Client Portal is accurate, correct and complete. Despite IPRIS reviewing the data from A&M System, A&M System is and remains solely responsible for the accuracy, correctness and completeness of the information provided to IPRIS pursuant to Annex1.
- 2.5. Process for Initial Set-up, Operating Process and Changes of Services. Unless specifically agreed otherwise, the PARTIES shall exchange all information, communications, confirmations and instructions required pursuant to the Initial Set-up of Services, (Article 2.2), Operating Process (Article 2.4) and Changes of Services (Art 2.5) electronically through Sophia and the IPRIS Client Portal pursuant to and as described in Annex 2.

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2.6. Subcontractors. A&M System recognizes and - unless otherwise explicitly specified in any order - agrees that IPRIS may or may be obliged to subcontract any or all of the Services, subject to such subcontractors being bound by obligations of confidentiality and provided that such subcontractors' quality standards are substantially similar to those of IPRIS. IPRIS shall be liable for the acts and omissions of the subcontractors in the countries listed in Annex 3. For subcontractors in any country other than those listed in Annex 3, IPRIS' liability shall be limited to gross negligence and willful misconduct. All references to IPRIS are automatically extended to include such subcontractors as appropriate.

3 Payment Terms and Pricing

3.1. Renewal Cost. IPRIS will display to A&M System through the IPRIS Client Portal the Renewal Costs of the Single IPRs becoming due the earliest 6 months before the official payment due date. The displayed Renewal Costs are subject to daily changes due to currency exchange fluctuations, changes of the official fees or any third party costs including bank transfer charges. After A&M System has instructed IPRIS to pay the renewal fee, the Renewal Costs – as defined in Art 1.10 but excluding v) the fee for IPRIS Services - will only be adjusted in case of material changes of those components of the Renewal Costs which are beyond IPRIS control.

The Renewal Costs displayed in the IPRIS Client Portal include the fee for IPRIS Services as stated in Annex 4.

3.2. Currency. IPRIS will bill all Renewal Fees in USD. A&M System is aware of and accepts the fact that IPRIS will have to pay several renewal fees in currencies other than USD and agrees that IPRIS will convert such fees from foreign currency into USD by applying current exchange rates with a hedging fee as stated in Annex 4. For the avoidance of doubt, the hedging fee will not apply to renewal fees in USD as for example for the United States.

3.3. Late Instructions. In case of late instruction by A&M System to IPRIS to pay a renewal fee i.e. reversal of an instruction not to pay a renewal fee or adding new Single IPRs less than two weeks before a renewal payment of a Single IPR is due, or instruction in the grace period of a Single IPR (see article 2.3), any surplus charges levied by the patent office or third parties and special Services to be rendered by IPRIS will be added to the Renewal cost and displayed in the

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IPRIS Client Portal.

- 3.4. Payment Terms. The Renewal Costs will be invoiced by IPRIS (i) for renewals governed by Manual Instructions upon instruction by A&M System to make one or more renewal payment via the IPRIS Client Portal and (ii) for renewals governed by Autorenew monthly for all renewals listed on the Monthly List, less the renewals for which A&M System has given timely written instructions not to make the renewal payment. A&M System's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- 3.5. Prepayment Terms. In case the monthly amount expected to be due hereunder by A&M System to IPRIS exceeds \$10,000 based on recent history, PARTIES shall negotiate in good faith an adequate amount to be prepaid by A&M System on a monthly basis which will be due within two days of the first day of each month. . IPRIS will issue invoices for the prepayments at least 30 days before the due date. At the end of each month for which A&M System has made prepayments IPRIS will prepare a statement of all issued invoices in that month less the prepayment. Any balance out of this statement IPRIS will be invoiced by IPRIS to A&M System and A&M System's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment..
- 3.6. Right to Audit. At any time during the term of this Agreement and for a period of four (4) years thereafter, A&M System or duly authorized audit representatives of A&M System, at its expenses and at reasonable times, reserves the right to incrementally audit IPRIS' records and manufacturers' pricing relevant to all pricing provided under this Agreement. In the event such audit by A&M System reveals and errors/overpayments by A&M System, IPRIS shall refund A&M System the full amount of such overpayment within thirty (30) days of such audit findings, or A&M System at its option, reserves the right to deduct such amounts owing A&M System from any payment due to IPRIS.

4 Taxes

- 4.1. General. All taxes levied on account of any payment made by A&M System to IPRIS pursuant to this Agreement (other than taxes on income, gains or profits levied against IPRIS by any competent Swiss tax authority) will be the responsibility of, and shall be paid and borne by A&M

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System unless stated otherwise in this Article.

- 4.2. Character of Payments. The PARTIES agree that, for purposes of determining the applicability of any taxes, the payments to be made under this Agreement constitute payments for services and official fees. However, in the event that the governing tax authority (the "Tax Authority") qualifies differently such payment, any additional taxes that may be applied (including without limitation any interests and penalties that may be unpaid) shall be paid and borne by A&M System.
- 4.3. Withholding by A&M System. All payments by A&M System hereunder shall be made in full without any deduction or withholding whatsoever and free and clear of and without any deduction or withholding for or on account of any taxes, except to the extent that any such deduction or withholding is required by law in effect at the time of payment. Prior to making the first payment under this Agreement, A&M System shall inform IPRIS of potential tax withholding duties and provide all relevant information and reasonable support to IPRIS in the preparation of any filing that is necessary to reduce withholding at source.
- 4.4. Sales and User Tax. A&M System, as an agency of the state of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. IPRIS may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

5 Representations and Warranties

- 5.1. General. Except for the representations and warranties contained in this Article 5, the PARTIES do not make any other representations or give any other warranties, express or implied. The PARTIES expressly exclude and disclaim any and all other representations and warranties.
- 5.2. Representations and Warranties by the PARTIES. Each PARTY hereby represents and warrants to the other PARTY that:
- 5.2.1. Corporate Power. It is duly organized and validly existing under the laws of the state (or country or other jurisdiction, as the case may be) of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.
- 5.2.2. Due Authorization. It is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder and the persons executing this Agreement on its behalf have been

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duly authorized to do so by all requisite corporate actions.

5.2.3. Binding Agreement. This Agreement is a legal and valid obligation binding upon it and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles and public policy.

5.2.4. No Conflicts. The execution, delivery and performance of this Agreement by it does not violate any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound.

5.3. Additional Representations and Warranties by A&M System. A&M System hereby represents and warrants to IPRIS that,

5.3.1. to the best of its knowledge, it is the legal and beneficial owner or authorized representative of the Intellectual Property Rights and that there are no third party intellectual property or other rights that may be asserted against IPRIS claiming that IPRIS was or is directly infringing or is helping or assisting A&M System in infringing such third party's rights.

5.3.2. The data provided to IPRIS with respect to the Intellectual Property Rights are and will continue to be complete, true and correct.

5.4. Additional Representation and Warranties of IPRIS. IPRIS represents and warrants that it will make the renewal payments for the Intellectual Property Rights of A&M System (as listed in the IPRIS Client Portal and as amended thereafter) within the deadlines set by the applicable law or any extension thereof which have been calculated based on the basic data provided by A&M System in pursuant to Annex 1. IPRIS shall not be responsible for any late or missed payments which are the consequence of wrong or incomplete data provided by A&M System as outlined in Annex 1 and 2.

Disclaimer of Warranties by IPRIS. Except for the representations set forth in this Agreement, IPRIS does not make or give any other representations or warranties, either express or implied, with respect to the obligations of IPRIS or its subcontractors pursuant to or in connection with this Agreement. Any and all warranties including without limitation warranties of merchantability or fitness for any particular purpose, are expressly excluded and disclaimed. For the avoidance of doubt, IPRIS does not make or give any representations or warranties, either express or implied, nor does IPRIS accept any liability with respect to Sophia.

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6 Liability and Insurance

- 6.1. General. IPRIS shall be liable for all Losses resulting directly from any material breach of IPRIS obligations, representations and warranties pursuant to this Agreement, except to the extent such Losses were caused by A&M System breaching any of its obligations, representations or warranties under this Agreement or A&M System's willful misconduct or negligence.
- 6.2. Punitive Damages. In no event shall IPRIS be responsible for any punitive damages.
- 6.3. Limitation of Liability. IPRIS' total liability under this Agreement for each breach pursuant to Article 6.1. above, whether in contract, in tort, or otherwise, shall in no event exceed the amount of CHF 1 (one) million or equivalent in other currencies.
- 6.4. Survival of Claims. All claims of A&M System for breach of obligations, representations or warranties shall be made in writing in the form defined in Art 8.3 within 2 years after the breach has occurred. Claims made after this period shall be time-barred.
- 6.5. Insurance. IPRIS shall be and continue to be insured during the term of this Agreement against liability claims of A&M System in accordance with and pursuant to the certificate of insurance attached hereto as Annex 5.

7 Confidentiality and Intellectual Property

- 7.1. Non-Disclosure. To the extent allowed by the Texas Public Information Act, Texas Government Code at Chapter 552, during the Term of this Agreement and for five (5) years thereafter, each PARTY shall keep Confidential Information of the other PARTY confidential and shall not (i) use the other PARTY's Confidential Information for any purpose not expressly permitted under this Agreement, nor (ii) disclose the other PARTY's Confidential Information to any Person other than those of its agents, employees, and consultants (collectively, "**Representatives**") who need to know such Confidential Information for a use or purpose expressly permitted under this Agreement. Any such Representative who receives Confidential Information pursuant to this Article shall be bound by written obligations of confidentiality and non-use with respect to the Confidential Information that are no less stringent than the obligations set forth in this Agreement.

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- 7.2. Exceptions. The confidentiality obligations set forth in this article shall not apply to Confidential Information that (i) is, or becomes, public information other than as the result of the violation of this Agreement or other act or omission by the receiving PARTY or its Representatives; (ii) was lawfully known to the receiving PARTY or its Representatives without restriction on use or disclosure at the time of disclosure hereunder; (iii) is hereafter lawfully received by the receiving PARTY or its Representatives from a Third Party authorized to make such disclosure and without restriction on use or disclosure; (iv) is hereafter independently developed by or for the receiving PARTY without use of or reference to any Confidential Information of the disclosing PARTY provided hereunder or (v) is approved for release by prior written consent from the disclosing PARTY.
- 7.3. Authorized Disclosures. Notwithstanding any provision of this Agreement to the contrary, each PARTY may disclose Confidential Information of the other PARTY to the extent such disclosure is required by law, provided however that the receiving PARTY gives the disclosing PARTY reasonable prior written notice to enable the disclosing PARTY to take appropriate measures to protect its Confidential Information and reasonably cooperates with the disclosing PARTY to prevent or limit to the greatest extent possible the disclosure of Confidential Information.
- 7.4. Publicity. Except as otherwise required by applicable law or regulation, and only after compliance with this Article 7.4, neither PARTY shall issue a press release or make any other disclosure of the existence or the terms of this Agreement, or otherwise use the name or trademarks or products of the other PARTY or the names of any employee thereof, without the prior written approval of the other PARTY. However, if in the reasonable opinion of such PARTY's counsel, a public disclosure shall be required by applicable law, regulation, or court order, the disclosing PARTY shall provide copies of the disclosure reasonably in advance of such filing to the extent practicable to the non-disclosing PARTY's for review and comment, and the non-disclosing PARTY shall provide its comments as soon as practicable. In any event, a disclosure permitted by this Article 7.4 shall not contain any Confidential Information of the other PARTY unless otherwise permitted in accordance with Article 7.
- 7.5. Use of Name. No right, express or implied, is granted to either PARTY by this Agreement to use in any manner any trademark or trade name of the other PARTY without the prior written consent of the PARTY entitled to such trademark or trade name.
- 7.6. Intellectual Property. Pursuant to this Agreement, A&M System will license specified uses of certain of its intellectual property and assets during the term of this Agreement, as contemplated

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in this Agreement. However, A&M System shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the term of this Agreement. IPRIS acknowledges A&M System's ownership of such intellectual property and agrees to assign any and all such intellectual property to A&M System at the expiration of this Agreement, if requested by A&M System.

8 Communication and Notices

- 8.1. General. All communication shall be made in English language
- 8.2. Communication in writing. Any communication required to be made in writing shall be deemed given if provided in a written instrument signed by the respective party which is either delivered personally, mailed by registered mail or sent by express or courier service to the address indicated in Article 11.10, sent by facsimile transmission or in scanned form (pdf-file) by electronic mail to an address indicated by the receiving PARTY.
- 8.3. Special forms of Communication. Notice of termination and notices of a claim shall only be deemed given if provided in a written instrument signed by the respective party which is either delivered personally, mailed by registered mail or sent by express or courier service to the address indicated in Article 11.10.
- 8.4. Other Communication. Unless specifically provided otherwise in this Agreement, all other information, orders, instructions and communication shall be deemed given and provided if either delivered pursuant to the forms defined in Articles 8.2 or 8.3. or delivered by email to an address indicated by the receiving PARTY or electronically through the IPRIS Client Portal.

9 Default

In the event that either PARTY fails to carry out or comply with any of the terms and conditions of this Agreement, the other PARTY may notify the PARTY in default of such failure or default in writing and demand that the failure or default be remedied within ten (10) days. In the event that the failure or default is not remedied within the ten (10) days period, the other PARTY shall have the right to cancel this Agreement upon thirty (30) days written notice.

The cancellation of this Agreement, under any circumstances whatsoever, shall not affect or relieve any PARTY from any obligation or liability that may have been incurred or will be incurred pursuant

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to this Agreement and such cancellation shall not limit any other right or remedy available at law or in equity.

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10 Term and Termination

10.1. Term and Termination. This Agreement is effective as of the Effective Date and is entered into for an initial term of 3 years. The PARTIES may extend the initial term by mutual consent for an additional term of 2 years.

This Agreement may be terminated by either PARTY without penalty by giving sixty (60) days written notice in the form defined in Art 8.3.

In no event shall such termination by A&M System as provided for under this Article give rise to any liability on the part of A&M System including, but not limited to, claims of IPRIS for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. A&M System's sole obligation hereunder is to pay IPRIS for Services ordered or received prior to the date of termination.

10.2. Termination for Cause and Force Majeure. If either PARTY materially breaches any of the terms or conditions of this Agreement and such breach is not remedied, or the breaching PARTY has not initiated reasonable steps to remedy the breach to the non-breaching PARTY's reasonable satisfaction within 30 days after receipt by the breaching PARTY of a written notice thereof from the non-breaching PARTY, then the non-breaching PARTY may terminate this Agreement upon written notice to the breaching PARTY immediately after the expiration of the 30 day period. Either PARTY may terminate this Agreement if the other PARTY is affected by a case of Force Majeure that lasts longer than 30 days, which termination will be effective upon 10 days written notice to the affected PARTY.

11 Miscellaneous

11.1. Assignment. Neither this Agreement nor any interest hereunder shall be assignable by either PARTY without the prior written consent of the other PARTY; provided, that either PARTY may assign this Agreement and all of its rights and obligations hereunder, without such prior written consent but with written notice to the other PARTY no later than thirty (30) days following such assignment, to an entity which acquires all or substantially all of the business or assets of such PARTY (or the business or assets to which this Agreement pertains) whether by merger, consolidation, reorganization, acquisition, sale or otherwise. Any assignment not in accordance with this Article 11.1 shall be null and void.

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- 11.2. Compliance with Governmental Obligations. Each PARTY shall comply, upon reasonable notice from the other PARTY, with all governmental requests directed to either PARTY relating to this Agreement or the Services and provide all information and assistance necessary to comply with the governmental requests.
- IPRIS agrees that at all times its employees will observe and comply with all regulations of A&M System, including but not limited to parking and security regulations.
- 11.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which need not contain the signature of more than one PARTY but all such counterparts taken together shall constitute one and the same agreement, and may be executed through the use of signed pdf-files.
- 11.4. Entire Agreement. This Agreement, including the quotes, sets forth all of the covenants, promises, agreements, representations, warranties, conditions and understandings between the PARTIES with respect to the subject matter hereof, and constitutes and contains the complete, final, and exclusive understanding and agreement of the PARTIES with respect to the subject matter hereof, and cancels, supersedes and terminates all prior agreements and understanding between the PARTIES with respect to the subject matter hereof. There are no covenants, promises, agreements, representations, warranties, conditions or understandings, whether oral or written, between the PARTIES other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the PARTIES unless reduced to writing and signed by the respective authorized officers (in case of A&M System the designated contract administrator with Strategic Sourcing & Purchasing Services or his/her designees) of the PARTIES. For the avoidance of doubt, to the extent of any inconsistency between this Agreement and any Annexes, the terms of this Agreement shall govern and prevail.
- 11.5. Force Majeure. Neither PARTY shall be liable to the other for loss, damages, default or delay due to Force Majeure, provided that the PARTY affected by a case of Force Majeure gives prompt notice in writing of such case to the other PARTY. The PARTY giving such notice shall thereupon be excused from its obligations hereunder as it is thereby disabled from performing for so long as it is so disabled, provided, however, that such affected PARTY commences and continues to take reasonable and diligent actions to cure such cause; and provided further that if any Force Majeure delays or prevents the performance of the obligations of either PARTY for a continuous period in excess of 30 days, the PARTY not affected shall then be entitled to terminate this Agreement in accordance with Article 10.2. Such a termination notice shall be irrevocable.

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11.6. Further Actions. Each PARTY agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.

11.7. Independent Contractors. The relationship between IPRIS and A&M System created by this Agreement is one of independent contractors and neither PARTY shall have the power or authority to bind or obligate the other PARTY except as expressly set forth in this Agreement.

IPRIS agrees that IPRIS and IPRIS' employees or agents have no employer-employee relationship with A&M System. A&M System shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, not will A&M System furnish any medical or retirement benefits or any paid vacation or sick leave.

11.8. Interpretation of Agreement. Articles and other descriptive headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa.

11.9. Notices. The notices pursuant to Article 8.3 shall be sent to the following address (or at such other addresses that a PARTY specifies by like notice, provided, however, that notices of a change of address shall be effective only upon written receipt thereof):

If to A&M System, addressed to:

Executive Director
Texas A&M University System
301 Tarrow, Suite 271
College Station, TX 77840
E-mail: jzimmermann@tamus.edu

If to IPRIS, addressed to:

IPRIS AG.
Pelikanweg 2
4054 Basel
Switzerland
Constanze Lindhoff

Attention:

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E-mail

E-mail: constanze.lindhoff@iprisglobal.com:

- 11.10. Binding Effect. This Agreement shall be binding upon and inure solely to the benefit of A&M System and IPRIS (and their permitted successors and assigns) and nothing in this Agreement (express or implied) is intended to or shall confer upon any Third Party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.
- 11.11. Severability. If any term, covenant or condition of this Agreement or the application thereof to any PARTY or circumstance shall, to any extent, be held to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term, covenant or condition to PARTIES or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
- 11.12. Non-Waiver of Default. Any failure of either PARTY at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the PARTY at any time to avail itself of same.
- 11.13. Survival. Articles 1, 4, 5, 6, 7, 8, 10 and 11 shall survive any termination or expiration of this Agreement in accordance with their terms.
- 11.14. Governing Law. This Agreement shall be construed and governed by the laws of Texas.
- 11.15. Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- 11.16. Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.17. Certification Regarding Business with Certain Countries and Organizations. To the extent

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that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 11.18. Certification Regarding Products from the Gaza Strip. PROVIDER represents and warrants that the goods it provides to MEMBER under this Agreement, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

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IN WITNESS WHEREOF, the PARTIES, having read the terms of this Agreement and intending to be legally bound hereby, do hereby execute this Agreement:

IPRIS AG

DocuSigned by:
Constanze Lindhoff
Signature: BA1BA84FF95943A...
Place, Date: Basel, 17.02.2025

Name: Constanze Lindhoff

Title: Managing Director, IPRIS AG

Signiert von:
Ramona Maser
Signature: 604527EA08E1488...
Place, Date: Munich 20.02.2025

Name: Ramona Maser

Title: Member of the Board, IPRIS AG

A&M System

DocuSigned by:
Jeff Zimmermann
Signature: E2BE2924E69547E
Place, Date: A&M System 17.02.2025

Name: Jeff Zimmermann

Title: Executive Director, Procurement

Signature: _____
Place, Date: _____

Name:

Title:

Annexes:

1. List of information requested per Single IPR
2. Process for Initial Set-up, Operating Process and Changes of Services
3. Country list of subcontractors
4. List of customer specific conditions

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ANNEX 1: List of information requested per Single IPR

The following data set is required, as a minimum, by IPRIS to describe each Single IPR:

- Sophia Track Code
- Title/Family
- Country
- Application Number
- Application Date (dd/mm/yyyy)
- No. of claims - for patents in JP, KR, ID, VN only
- Entity status where applicable
- No. of classes - for trademarks only
- Registration/Grant/Issue Date (dd/mm/yyyy) – for granted cases only
- Registration Number – for granted cases only
- No. of designs per country

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ANNEX 2: Process for Initial Set-up, Operating Process and Changes of Services

For electronic data files containing Single IPR, A&M System must send to IPRIS for the purpose of initial set-up, operating process and changes migratable data, as defined below.

This annex describes the technical processes A&M System shall follow and action to ensure electronic data files are continually provided to IPRIS from Sophia in a timely manner so that they are then displayed in the IPRIS Client portal.

Migratable data

In order for data to be migratable by API calls from Sophia to the IPRIS Database, the following steps must be checked and adhered to by A&M System:

1. A&M System will liaise with Wellspring to enter the IPRIS Client ID into Sophia.
2. A&M System will decide which Intellectual Property Rights to send to IPRIS as migrated data:
 - With support from Wellspring, A&M System will look to map Sophia IP types to IPRIS IP types (patent, trademark or design) and Sophia IP statuses to IPRIS IP Statuses (granted/registered or pending)
 - A&M System can choose not to map certain IP types and statuses if they do not want these sent to IPRIS.
 - A&M System can choose not to send selected Single IPRs to IPRIS by unticking the “Send to IPRIS” tick box on the selected Intellectual Property page in Sophia. These cases will subsequently be removed from the IPRIS Database.
 - A&M System can choose to resend selected Single IPRs to IPRIS by ticking the “Send to IPRIS” tick box on the selected Intellectual Property page in Sophia. These cases will subsequently be added to the IPRIS Database.
 - Any Sophia Intellectual Property Rights with an ‘Abandoned’ status prior to the integration will not be part of migration data to IPRIS.
 - If the status of a Single IPR is set to ‘Abandoned’ in Sophia after it has been migrated to the IPRIS Database, the Single IPR will also be abandoned in IPRIS.

<ul style="list-style-type: none"> • Sophia data and related intellectual property rights will only be sent to IPRIS if: 	
	<ul style="list-style-type: none"> ○ The Sophia IP type and status is mapped to IPRIS IP type and status
<u>AND</u>	
	<ul style="list-style-type: none"> ○ The case is marked as “Send to IPRIS” in the check box within Sophia
<u>AND</u>	
	<ul style="list-style-type: none"> ○ The case is not abandoned

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3. As an additional action, IPRIS will receive an electronic copy of the mapped IP types and statuses so IPRIS is aware of what A&M System intends to send to IPRIS.

Initial Set-up

A&M System will generate, review and share an *IPRIS export in Sophia* as part of initial set-up of the service with IPRIS. The *IPRIS export in Sophia* is an electronic data file that will show all cases that match the criteria for cases that form part of the migration data to be sent to IPRIS. **It is A&M System's responsibility to ensure all Single IPRS for which A&M System wants IPRIS to render the Services are included in this spreadsheet.**

API Activation

API activation shall mean the activation of the application program interface (API) that integrates Sophia with the IPRIS Database after the Initial Set-up of Service.

API activation is instructed by IPRIS after initial Set-up of the Service. Migratable data will then be transferred from Sophia to the IPRIS Database, through individual API calls after API activation.

Operating Process and Change of Services

Single IPR data that is not migratable to the IPRIS database is listed in the *IPRIS Summary Report in Sophia*. A&M System must review the *IPRIS Summary Report in Sophia* and correct API errors and perform integration actions to ensure timely exchange of all electronic information to IPRIS.

The *IPRIS Summary Report in Sophia* is the report generated in Sophia after API activation. API Errors and Integration Actions are visible within the *IPRIS Summary Report in Sophia*.

API Errors shall mean errors listed within the *IPRIS Summary Report in Sophia* that prevent new A&M System Single IPRs, or updates to existing Single IPRs from being added or updated in the IPRIS Database. **IPRIS will be unaware of any updates or additions to the errored Single IPRs until the errors are resolved**, as explained:

1. Integration Actions will always be received for each Single IPR after a successful regular update via the API after API activation. They describe the action IPRIS has taken in each case and must be reviewed by A&M System to ensure they are as expected. Integration actions will be: 'new', 'updated', 'errored', 'rejected' or 'deleted':
 - a. Particular notice should be taken for 'rejected' or 'errored' Single IPRs.
 - b. 'Deleted' single IPR should be checked as they would either be abandoned in Sophia or A&M System would have chosen not to send them to IPRIS (i.e. not migratable data).
 - c. 'New' cases are for new single IPR that has not previously been uploaded and displayed in the IPRIS Client Portal.
 - d. 'Updated' is the normal response for a routine and correctly working API.
2. IPRIS may return error messages after a successful regular update via the API after API activation.

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3. When an error message is received for a previously migrated Single IPR, no updates to the case data will be received by IPRIS. This includes any changes to unlocked fields and status. IPRIS will only receive and be notified of the update once the error is corrected.
4. When an error message is received for a new Single IPR, the case data has been rejected and has not been entered into the IPRIS database. IPRIS will only receive and be notified of the new Single IPR once the error is corrected.
5. Error messages can be viewed in the *IPRIS Summary Report in Sophia* where A&M System can use the 'List Errors Only' option to identify and review the cases that have received an error.
6. **It is A&M System's responsibility to monitor and correct errors in Sophia data that prevent updates in the IPRIS database. If required, IPRIS may help A&M System to troubleshoot errors.**

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List of countries for which IPIRS accepts liability for acts or omissions of subcontractors pursuant to Article 2.6:

Albania
ARIPO
Australia
Belgium
Bosnia-Herzegovina
Brazil
Bulgaria
Canada
China
Croatia
Cyprus
Czech Republic
Denmark
E P O
Estonia
Finland
France
Germany
Greece
Hong Kong
Japan
Iceland
India
Ireland
Israel
Italy
Lithuania
Luxemburg
Macedonia
Malta
Mexico
Monaco
New Zealand
Norway
Poland
Portugal

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Romania
Russian Federation
San Marino
Serbia
Slovakia
Slovenia
South Africa
Spain
Sweden
Switzerland
The Netherlands
Turkey
U S A
United Kingdom

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ANNEX 4: List of customer specific conditions

Intellectual Property Rights, i.e. approximate number of Single IPRs:	It is estimated that A&M System will have 250-300 IPR renewal payments per year.
<u>Renewal Instruction: Manual Instruction</u>	Any alternative instructions have to be reported to IPRIS 2 months prior to the month of renewal.
<u>Billing Currency:</u>	US Dollar
<u>IPRIS set up and integration with Sophia</u>	n.a.
<u>IPRIS Handling Fee:</u>	<p><u>Patents:</u> A default IPRIS handling fee charge of USD 130.00 per renewal payment, with the exception of:</p> <ul style="list-style-type: none"> - US Issued Applications: USD 80.00 per renewal payment <p><u>Trademarks:</u> A default IPRIS handling fee charge of USD 250.00 per renewal payment</p>
<u>Currency Hedging:</u>	0% for US renewal payments and up to 6.5% for all other countries
<u>Invoice Payment Term:</u>	30 days
<u>Prepayments:</u>	Full Renewal Fee to be paid in the coming month if such Renewal Fees exceed USD 10'000.00
<u>IPRIS Bank Details</u>	USD account 0060 893183-42 at Credit Suisse in Basel, Switzerland SWIFT: CRESCHZZ40A

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ANNEX 5:



INSURANCE CERTIFICATE

PROFESSIONAL INDEMNITY

We, **Zurich Insurance Europe AG**, acting through its French branch located 112 avenue de Wagram, 75808 PARIS Cedex 17, France, hereby confirm that the company:

QUESTEL UNITE
23 RUE D'ANTIN
75002 PARIS
France

acting also on behalf of the company:

IPRIS AG
Pelikanweg 2, 4054 Basel
Switzerland

has underwritten with us a **Professional Indemnity** insurance contract **no. 7400022665** for the period from **01/04/2024 – 0h00** to **01/04/2025 - 0h00**.

This insurance contract covers the financial consequences of the civil liability which the insured may incur as a result of damages caused to third parties in the context of its covered activities declared in the contract, up to the amount(s) mentioned in the table below, in accordance with the terms and conditions of the contract, including the sublimits and the deductibles it provides for.

PROFESSIONAL INDEMNITY	LIMIT OF COVER
All damages included (bodily injury, material damage, consecutive financial loss and pure financial loss)	EUR 10,000,000 Euros per occurrence and in the annual aggregate
GENERAL LIABILITY	LIMIT OF COVER
All damages included (bodily injury, material damage, consecutive financial loss)	EUR 10,000,000 Euros per occurrence and in the annual aggregate

This insurance certificate is issued for whatever purpose it may serve, subject to the payment of the premium. It shall not bind the insurer beyond the terms and conditions of the insurance contract which is the only binding document between the parties.

Paris, January 29, 2025

For the Insurer

Zurich Insurance Europe AG
484 373 295 RCS Paris
112 avenue de Wagram
75808 Paris Cedex 17
Paolo Ribotta
Paolo Ribotta

Zurich Insurance Europe AG – Succursale pour la France
RCS Paris 484 373 295 - 112 avenue de Wagram, 75017 Paris – Tél. : + 33 (0) 1 43 18 75 00
Zurich Insurance Europe AG, compagnie d'assurance non-vie de droit allemand
Soumise au contrôle de la BaFin, Autorité Fédérale de Supervision Financière (Bundesanstalt für Finanzdienstleistungsaufsicht)
Siège social : Platz der Einheit 2, 60327 Frankfurt, Allemagne
Numéro d'immatriculation en Allemagne: HRB 133359 N° TVA Intracommunautaire : FR4848437329500035

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