

## Software License Agreement

This Software License Agreement (this "**Agreement**"), effective as of the date of last signature below (the "**Effective Date**"), is by and between Fetii, Inc. a Delaware corporation, (**Licensor**) and The Texas A&M University System, an agency of the State of Texas ("**Licensee**"). Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Licensor desires to license the Software and perform the services described in **Exhibit A** attached hereto to Licensee; and

WHEREAS, Licensee desires to obtain a license to use the Software and to receive services from the Licensor for its internal business purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Authorized User**" means an employee, contractor, student or other individual of Licensee who Licensee permits to access and use the Software and/or Documentation pursuant to Licensee's license hereunder.

(b) "**Documentation**" means Licensor's user manuals, handbooks, and installation guides relating to the Software provided by Licensor to Licensee either electronically or in hard copy form.

(c) "**Software**" means the product described in **Exhibit A**.

(d) "**Third-Party Products**" means any third-party products provided with or incorporated into the Software, including any open source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

2. License and Services.

(a) License Grant. Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive and non-transferable (except in compliance with Section 12(g)) license during the Term to: (i) use the Software solely for Licensee's internal business purposes; and (ii) use and make a reasonable number of copies of the Documentation solely for Licensee's internal business purposes in connection with Licensee's use of the Software. Any and all additions, modifications or changes to the Software, which are requested by Licensee and which are not set forth in **Exhibit A**, shall incur additional fees to be negotiated in a separate work order to be executed by the Parties prior to Licensor making such changes. Nothing in this Agreement shall be construed as creating an obligation of Licensor to make additions, modifications or changes to the Software.

(b) Use Restrictions. Licensee shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the

foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly:

- i. modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software;
- ii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party;
- iii. reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- iv. bypass or breach any security device or protection used for or contained in the Software or Documentation;
- v. remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Software or Documentation;
- vi. use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
- vii. use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage; or
- viii. use the Software in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage.

(c) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.

(d) Security Measures. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Licensee acknowledges and agrees that: (a) Licensor may use these and other lawful measures to verify Licensee's compliance with the terms of this Agreement and enforce Licensor's rights, including all Intellectual Property Rights, in and to the Software; (b) Licensor may deny any individual access to and/or use of the Software on written notice to Licensee if Licensor, in its reasonable and good faith discretion, believes that

person's use of the Software would violate any provision of this Agreement, regardless of whether Licensee designated that person as an Authorized User; and (c) Licensor and its representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Licensee's computers, systems and software, that Licensor may gather periodically to improve the performance of the Software or develop maintenance releases.

3. Licensee Responsibilities.

(a) General. Licensee shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software, and shall direct Authorized Users to comply with such provisions through the terms of agreements on the IOS and Android application.

(b) Third-Party Products. Licensor may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own license terms. Licensee understands and acknowledges that such open source software is not licensed to Licensee pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license. Licensee shall have only such rights and/or licenses, if any, to use the open source software as set forth in such licenses.

4. Support: Licensor shall provide Licensee with reasonable support services following the Effective Date.

5. Fees and Payment.

(a) Fees. Licensee shall pay Licensor the fees ("**Fees**") set forth in **Exhibit B** without offset or deduction except as required by law. Licensee shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit B**. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) Licensee shall, to the extent authorized under Texas law, reimburse Licensor for all costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for twenty (20) days following written notice thereof, Licensor may prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Software.

(b) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

(c) Audit. For a period of three years after the period to which the records pertain, Licensor shall keep complete and accurate records of Monthly Maintenance Fees (as provided in Exhibit B) in sufficient detail to enable such payments to be determined and audited. Licensor shall permit Licensee or its representatives, upon reasonable advance notice, to periodically examine such records during regular business hours, at

Licensor's place of business to the extent necessary to verify any payment required under this Agreement. If any amounts have been overpaid, then Licensor shall promptly refund Licensee the amount of such overpayment. All information examined pursuant to this Section 5(c) will be the Confidential Information of Licensor.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) publicly known or available; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, to the extent allowed by law, first have given written notice to the other Party so as to provide that Party a reasonable opportunity to obtain a protective order or pursue other appropriate process to prevent or limit the disclosure; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. The receiving Party may also securely retain one copy of materials embodying the disclosing Party's Confidential Information in its files solely for record purposes. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership.

(a) Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation and, with respect to Third-Party Products, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Feedback. If Licensee or any of its employees sends or transmits any communications or materials to Licensor by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like

("Feedback"), Licensor is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Licensee hereby assigns to Licensor on Licensee's behalf, all of Licensee's right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

(c) Licensor acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with Licensee ("Marks"), including all goodwill pertaining to the Marks, are the sole property of Licensee. Licensor may use and display the Marks only in the manner and for the purpose authorized by Licensee, and only during the term of this Agreement. Licensee reserves the right to add to, change, or discontinue the use of any Mark, on a selective or general basis, at any time. Upon the termination of this Agreement, Licensor shall cease all further use of the Marks and trademarks or trade names identical or similar to the Marks.

#### 8. Limited Warranties and Warranty Disclaimer.

(a) Licensor warrants that: (i) the Software will perform in a commercially reasonable manner for a period of one (1) year following the Effective Date; and (ii) at the time of delivery the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used in accordance with the Documentation. THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) The warranties set forth in Section 8(a) do not apply and become null and void to the extent the failure of the Software to comply with the warranty results from Licensee's breach of any provision of this Agreement, or if Licensee, any Authorized User, or any other person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified or reasonable anticipated in the Documentation or Licensor's marketing materials or expressly authorized by Licensor in writing; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified or reasonably anticipated in the Documentation or Licensor's marketing materials or expressly authorized by Licensor in writing.

(c) If, during the period specified in Section 8(a), any Software fails to comply with the warranty in Section 8(a), and such failure is not excluded from warranty pursuant to Section 8(b), Licensor shall, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that Licensee provides Licensor with all information Licensor reasonably requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or (ii) refund the Fees paid for such Software, subject to Licensee's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the Software. If Licensor repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 8(c) are Licensee's sole remedies and Licensor's sole liability under the limited warranty set forth in Section 8(a).

(d) EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Licensor Indemnification.

(i) Licensor shall indemnify, hold harmless, and, at Licensee's option, defend Licensee from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") (i) based on Licensor's: (i) negligence or willful misconduct, or (ii) that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and provided that Licensor may not settle any Third-Party Claim against Licensee unless such settlement completely and forever releases Licensee from all liability with respect to such Third-Party Claim or unless Licensee consents to such settlement, and further provided that Licensee will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(ii) If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole discretion, to (A) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (B) obtain the right for Licensee to continue use. If Licensor determines that none of these alternatives is reasonably available, Licensor may terminate this Agreement, effective immediately on written notice to Licensee, and promptly issue Licensee a prorated refund.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Licensor, reasonably anticipated in the Documentation or Licensor's marketing materials, or authorized by Licensor in writing, where the Software alone would not be infringing; (B) modifications to the Software not made by Licensor, where the unmodified Software would not be infringing; or (C) use of any version other than the most current version of the Software or

Documentation delivered to Licensee, where the current version would not be infringing; or (D) Third-Party Products.

(b) Licensee Indemnification. Licensee shall, to the extent authorized under Texas law, indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee's: (i) negligence or willful misconduct; or (ii) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement, provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability. EXCLUDING LICENSOR'S OBLIGATIONS UNDER SECTION 9, IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCLUDING LICENSOR'S OBLIGATIONS UNDER SECTION 9, IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on September 1<sup>st</sup> 2020 and will continue in effect through August 31<sup>st</sup> 2021 (the "**Initial Term**"). This Agreement will automatically renew for successive year-long terms, not to exceed a total of 5 years, unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder, and such failure continues more than twenty (20) days after Licensor's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 6, Licensee shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the Licensor that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(d), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.



(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to acts of God, pandemic, public health emergencies, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Texas.

(g) Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will

relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(h) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensor certifies that the Software (a) if subject to the U.S. Export Administration Regulations, is not classified under any ECCN in the Commerce Control List other than EAR99, (b) is not controlled under the U.S. International Traffic in Arms Regulations, and (c) is not otherwise controlled by the U.S. government for national security or foreign policy purposes. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Licensee, Section 2(b), may cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(k) Protected Information.

(i) **“Protected Information”** means medical records, education records, personal financial records, other personally identifying information, research data, classified government information, and other data that has been designated as private, protected, or confidential by law or by Licensee. “Protected Information” does not include public records that by law must be made available to the general public. If Licensor is uncertain as to whether any data constitutes Protected Information, Licensor shall treat the data in question as Protected Information until a determination is made by Licensee.

(ii) Licensor shall comply with (i) all Licensee requirements for vendor access to Licensee systems and networks and (ii) all federal, state, and local laws, rules, and regulations applicable to Licensor’s performance of its obligations under this Agreement, including but not limited to all applicable privacy, data protection, and information security-related laws and regulations (collectively, **“Applicable Laws”**).

(iii) Licensee hereby designates Licensor as a Licensee “official” with a legitimate educational interest in Licensee’s education records, as defined in the Family Educational Rights and Privacy Act (**“FERPA”**), to the extent Licensor requires access to

those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent Licensee has policies, rules, and procedures binding on Licensee officials generally, those policies, rules, and procedures will apply to Licensor only to the extent as is relevant to compliance by Licensor and Licensee with FERPA.

(iv) If Protected Information includes Protected Health Information (as such term is defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, “**HIPAA**”)), Licensor agrees to comply with all Applicable Laws relating to the maintenance, uses, and disclosures of such Protected Health Information, including but not limited to HIPAA (collectively, “**Healthcare Laws**”). Licensor agrees to enter into further agreements, including but not limited to Business Associate Agreements, with Licensee or other appropriate entities as necessary to facilitate compliance with any applicable Healthcare Laws.

(v) Licensor shall hold Protected Information in confidence. Licensor may not use or disclose Protected Information received from or on behalf of Licensee except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Licensee. Licensor may not use Protected Information for any purpose other than the purpose for which the disclosure was made. Licensor may allow only Licensor’s employees who have a legitimate business need in performing this Agreement to have access to Protected Information.

(vi) Licensor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Protected Information received from, or on behalf of Licensee. Licensor shall extend these measures by contract to all subcontractors used by Licensor.

(vii) Upon termination of this Agreement, Licensor shall return all Protected Information to Licensee within 30 days or, if return is not feasible, destroy all Protected Information. At least 20 days before destruction of any Protected Information, Licensor shall provide Licensee with written notice of Licensor’s intent to destroy Protected Information. Within seven days after destruction, Licensor shall confirm to Licensee in writing the destruction of Protected Information.

(viii) Licensor shall, within one day of discovery, report to Licensee any use or disclosure of Protected Information not authorized by this Agreement or in writing by Licensee. Licensor’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Protected Information used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Licensor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Licensor has taken or will take to prevent future similar unauthorized use or disclosure. Licensor shall provide such other information, including a written report, as reasonably requested by Licensee.

(ix) The restrictions and obligations under this Section will survive expiration or termination of the Agreement.

(l) Access by Individuals with Disabilities. Licensor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Licensee under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Licensor becomes aware that the EIRs, or any portion thereof, do not comply, then Licensor shall, at no cost to Licensee, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

(m) Certification as to Contracts with Companies Boycotting Israel. If this Agreement has a value of \$100,000 or more and if Licensor is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to Texas Government Code § 2271.002, Licensor certifies that Licensor does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this provision, “company” and “boycott Israel” have the meanings provided in Texas Government Code § 808.001.

(n) Certification as to Business with Certain Countries and Organizations. Pursuant to Chapter 2252, Texas Government Code, Licensor certifies that Licensor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Licensee may terminate this Agreement if this certification is inaccurate.

(o) Certification as to Contracts Related to Persons Involved in Human Trafficking. Pursuant to Section 2155.0061, Texas Government Code, Licensor certifies that Licensor is not ineligible to enter into this Agreement due to financial participation by a person who, during the five-year period preceding the date of this Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that Licensee may terminate this Agreement and withhold payment if this certification is inaccurate.

(p) Conflict of Interest. Licensor and each person signing on behalf of Licensor 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 Licensee or Licensee’s Board of Regents, nor any employee or person whose salary is payable in whole or in part by Licensee, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

(q) Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code, any payments owing to Licensor under this Agreement may be applied directly toward certain debts or delinquencies that Licensor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

(r) 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% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

(s) Disputes. Licensor shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Licensor that cannot be resolved in the ordinary course of business. Licensor shall submit written notice of a claim of breach of contract under this chapter to Licensee’s designated official, who will examine Licensor’s claim and any counterclaim and negotiate with Licensor in an effort to resolve the claim.

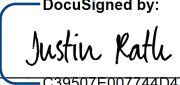
(t) Not Eligible for Rehire. Licensor shall ensure that its employees performing services under this Agreement have not been designated by Licensee as Not Eligible for Rehire as defined in Texas A&M University System Policy 32.02, Section 4.

(u) Public Information. Licensor acknowledges that Licensee is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Licensee’s written request, Licensor shall provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Licensee in a non-proprietary format acceptable to Licensee. As used in this provision, “public information” has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Licensee has a right of access. Licensor acknowledges that Licensee may be required to post a copy of the fully-executed Agreement on Licensee’s website in compliance with Section 2261.253(a)(1), Texas Government Code.

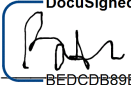
*[Signature page to follow.]*

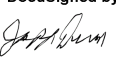
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**FETII, INC.**

By:   
C39507E007744D4...  
Name: Justin Rath  
Title: Co-CEO

**THE TEXAS A&M UNIVRESITY SYSTEM**

By:   
BEDCDB89EA78479...  
Name: Billy Hamilton  
Title: Deputy Chancellor and Chief Financial Officer

DocuSigned by:  
  
58F4F4723540450...

**EXHIBIT A**

Software Deliverables

**Delivery Date:** August 14<sup>th</sup>, 2020

**Fetii EDU – Texas A&M System**

- **IOS and Android Interface:** IOS and Android Fetii EDU interface provided by the Fetii Application. This interface on the Fetii Application will allow users the ability to register personal information, scan Fetii QR Codes, and receive push notifications.
  
- **Back-End Management System:** A Back-End Management System will be provided for all TAMUS Members (11 Texas A&M Universities, 8 State Agencies, and the System Office). Each member administrator will solely have access to their designated University, State Agency, or System office's information. This system will allow any *Authorized User* the ability to create Fetii QR Codes specific to any desired location, view user registration information, view user check-in history, view users who have been in contact with a specific user, view check-in history for a specific location, send push notifications to users, and send SMS text messages to users.
  
- **Training Video:** A training video on the IOS and Android Interface will be provided. A training video on the Back-End Management System will be provided
  
- **On-Going IT Support:** IT support will be provided for the full duration of the contract.

**EXHIBIT B**

Fee Schedule

Software Program:

Fetii EDU – Texas A&M System

One-Time License Fee:

\$18,000.00

Monthly Maintenance Fee:

\$0.03 per scan with a \$60,000.00 price cap across all TAMUS members (NOT \$60,000 cap per member)

**One-Time License Fee Payment is to be made 50% upon execution of contract and 50% upon delivery of Software**

**Monthly Maintenance Fee Payment is to be made upon the first of every month and not to exceed \$60,000.00**