

RAFTR MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**"), is entered into as of August 10, 2022 (the "**Effective Date**"), by and between **Raftr Inc.**, a Delaware corporation with a mailing address of 3020 Issaquah-Pine Lake Rd SE #251, Sammamish, WA 98075 ("**Company**"), and **The Texas A&M University System RELLIS Campus** with an address at 3100 TX-47, Bryan, TX 77807, United States ("**Customer**" or "**A&M System**").

RECITALS

WHEREAS, Company is the owner of certain proprietary technology and services that can be accessed by Customer's students, staff and faculty ("**Users**") through the Company's app accessed by mobile devices or through a dedicated website (the "**Platform**");

WHEREAS, the Platform enables Users at the university to communicate with each other and to view and share university-specific content on the Company's app (collectively, the "**Company Services**"); and

WHEREAS Customer is part of an educational institution that wishes to provide the Company Services to their Users.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **Services**. Specific services as part of the Company Services to be provided to Customer by Company, along with the term and related fees, will be detailed in an executed Service Addendum. Customer may have multiple Service Addendums in effect at any one time.
2. **License to Company**. Subject to the terms and conditions herein, Customer hereby grants Company a non-exclusive and royalty-free license to use the Customer's name, trade name, trademarks and brands ("**Customer's Marks**") solely for the purpose of (i) providing the Company Services to Customer and Users, (ii) marketing the Company Services to potential Users and third parties for potential partnership opportunities, and (iii) for the purposes set forth in Section 13 related to Publicity. Except as expressly permitted in this Agreement, Company shall not use Customer's Marks in any other manner without the prior consent of Customer.
3. **Company Intellectual Property Rights & Restrictions**. All intellectual property rights, including without limitation any and all patent, copyright, trademarks and trade secrets, embodied and related to the Platform and the Company Services and any part thereof, including any and all derivatives, changes and improvements are the sole and exclusive property of and vest exclusively with Company. Customer shall (i) not attempt to license, infiltrate, hack, reverse engineer, decompile, or disassemble the Platform or Company Services, or any part thereof for any purpose; (ii) not represent that it possess any proprietary interest in the Platform or Company Services; (iii) not directly or indirectly, take any action to contest Company's intellectual property rights or infringe them in any way; (iv) except as specifically permitted hereunder, not use the name, trademarks, trade-names, and logos of Company.
4. **Confidentiality**. Each party may have access to certain non-public proprietary, confidential and/or trade secret information or data of the other party which a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Confidential Information shall exclude any information that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of confidentiality obligations; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information. The receiving party agrees: (a) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, officers, employees, attorneys, accountants, advisors or consultants (collectively, the "**Representatives**") and provided that such Representatives are bound by written agreements to comply with

confidentiality obligations as protective as those contained herein; and (b) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement. Notwithstanding the foregoing, if receiving party is required by legal process or any applicable law, rule or regulation to disclose any of disclosing party's Confidential Information, then prior to such disclosure, receiving party will give prompt written notice to disclosing party so that it may seek a protective order or other appropriate relief in its sole discretion.

5. **Warranties.** Each party represents and warrants that (i) this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with the terms of this Agreement, and (ii) the execution and delivery of this Agreement and its performance hereunder will not violate any applicable law, rule or regulation. Company hereby represents and warrants that it will provide the Services in a professional and diligent manner.

6. **Disclaimer of Warranties.** Except as expressly provided in this agreement, Company provides the Platform and Company Services on an "as is" basis, without warranties of any kind, whether express or implied, including the warranty of merchantability, non-infringement, and fitness for particular purpose or accuracy. Notwithstanding anything to the contrary herein, Company does not warrant that the Company Services or any services related thereto will be delivered or performed error-free or without interruption. Company does not guarantee any level of user engagement or have responsibility for any content posted, shared, uploaded, linked to or otherwise incorporated into the Platform by Users, although Company will enforce its Terms of Services on the Platform.

7. **Limitation of Liability.** Except in the case of a breach of the confidentiality obligations in section 4 or the indemnity obligations in section 8, Company's maximum aggregate liability under, arising out of or relating to this agreement to Customer, Users and any merchants shall not exceed the total amount of fees paid by Customer to Company during the twelve (12) months preceding the event that gave rise to the claim. Except in the case of a breach of section 4 or the indemnity obligations in section 8, and to the extent permitted by law, Company will not be liable for lost profits, loss of use, loss of data, cost of procurement of substitute goods or services, or any special, incidental, indirect, or consequential damages, however caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise, whether or not Company has been advised of the possibility of such damages, except to the extent that such arise from the willful misconduct of Company or its employees.

8. **Indemnification.** Company shall defend Customer, its parents, subsidiaries, and their officers, directors, employees and agents (collectively, for purposes of this Section, "Customer's Indemnitees") against, and hold Customer's Indemnitees harmless from, any and all finally awarded or settled claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Customer's Indemnitees occurring as a result of, or in connection with any third party alleged patent, trademark, copyright or other intellectual property infringement or misappropriation asserted against Customer's Indemnitees with respect to the provision of the Company Services and the Platform by the Company. As a condition to the defense and indemnity set forth above, Customer and Customer Indemnitees shall: (i) give Company prompt written notice of any such claim made against it; (ii) grant Company sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof; and (iii) provide reasonable assistance, at Company's expense, in the defense of the claim.

9. **Term.** This Agreement shall commence on the Effective Date and will continue until the termination or expiration of all Service Addendums issued under this Agreement, unless terminated earlier in accordance with Section 10. Unless otherwise specified in a Service Addendum, the initial term of each Service Addendum will be one year from the Effective Date of the Service Addendum, with successive one-year renewal terms.

10. **Termination.** Each party may terminate this Agreement by giving the other party 60 days written notice prior to the start of the next Term. Except in the case of termination due to a breach by the Company as defined in section 10(i) below, there will be no refunds of any fees if the Customer terminates a Services Addendum prior to the end of the current term. In addition, either party may terminate this Agreement by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within 30 days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Upon termination or expiration of this Agreement for any reason whatsoever, the provision of the Company Services will cease and terminate and either party shall return to the other party all of the other party's Confidential Information then in its possession. Sections 4, 6, 8, 9, 13, 15 and 16 shall survive any expiration or termination of this Agreement.

11. **Force Majeure.** Except for payment obligations under this Agreement, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, power outage, data center failure or unavailability, cyber-attack or similar event, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.
12. **Governing law.** This Agreement is governed by the laws of the State of Texas, without regards to its conflict of laws principles. Any dispute arising from this Agreement shall be brought exclusively in any state court of general jurisdiction located in Brazos County, Texas.
13. **Publicity.** The parties shall cooperate in issuing publicity statements or general marketing communications concerning the Company Services and Platform delivered to Customer. Company may disclose the fact that Customer is a customer of Company to its existing and potential customers in written, oral and electronic materials which include the names of Company's customers and on Company's website and mobile applications.
14. **Notices.** All notices shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) ten (10) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) two (2) business days after deposit with an internationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to Company at 3020 Issaquah-Pine Lake Road SE, #251, Sammamish, WA 98075 or via email at notices@rafr.com and to Holder at its address as set forth in the Agreement, or to such other e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section.
15. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party. Any such assignment shall be void. Notwithstanding, each party may assign this Agreement to an affiliated company or as part of a change of control, merger, business combination, by operation of law, or sale of all or substantially all of its assets.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between Company and Customer and supersedes any previous agreements or representations, either oral or written with respect to the subject matter of this Agreement. All amendments and addendums may be made only in writing and must be signed by both Company and Customer.
17. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, Company shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. Company shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System's request.
18. **Public Information.** A. Company acknowledges that A&M System 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. B. Upon A&M System's written request, Company will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System. C. Company acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Company agrees that the agreement can be terminated if the Company knowingly or intentionally fails to comply with a requirement of that subchapter.
19. **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. 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."

20. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, Company agrees that any payments owing to Company under this Agreement may be applied directly toward certain debts or delinquencies that Company 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.
21. **Previous Employment.** Company acknowledges and understands that Section 2252.901, Texas Government Code, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Company is an individual, by signing this Agreement, Company certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
22. **Not Eligible for Rehire.** Company is responsible for ensuring that its employees involved in any work being performed for A&M System under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event A&M System becomes aware that Company has a NEFR Employee involved in any work being performed under this Agreement, A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M System.
23. **Franchise Tax Certification.** If Company is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Company certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Company is exempt from the payment of franchise (margin) taxes.
24. **State Auditor’s Office.** Company understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Company agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Company will include this provision in all contracts with permitted subcontractors.
25. **Loss of Funding.** Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to Company and A&M System may terminate this Agreement without further duty or obligation hereunder. Company acknowledges that appropriation of funds is beyond the control of A&M System.
26. **Conflict of Interest.** By executing this Agreement, Company and each person signing on behalf of Company 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 The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, 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.
27. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Company certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Company acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
28. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Company certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Company acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
29. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Agreement to be executed as of the Effective Date of this agreement:

The Texas A&M University System

By: Jeff Zimmermann

Title: Executive Director, Procurement Services


Signature: 
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8/10/2022 | 1:57:55 CDT

Raftr, Inc.

By: Sue Decker

Title: CEO & President


Signature: _____