⬡ TEAMWORKS

v.11.1.2021

Original Customer Agreement

Date: 6/14/2022

Client: West Texas A&M University
Contact: Michael McBroom
Email: mmcbroom@wtamu.edu
Phone: 806-651-4400
Address: University Drive
Canyon, TX 79016

Licensor: Teamworks Innovations, Inc.
Contact: James Coffos
Email: contracts@teamworks.com
Phone: (877) 821-5558
Address: Teamworks Innovations, Inc.
122 E Parrish St.
Durham, NC 27701

ONE-TIME FEES	Price
Professional Services Description	
Dept. Standard Platform Setup, Configuration, and Implementation Fees - Located in attached Exhibit A	$1,700.00
Services Discount	$700.00
TOTAL ONE-TIME FEES:	**$1,000.00**

ANNUAL FEES	Units	Unit Price	Extended Price
Application Subscription			
Dept. Full Platform - Profiles, Calendar, Messaging (112,500 Messaging credits, three 2-way users per team), File Sharing, Travel, Forms (13,500 DocuSign form completions/yr)	450	$53.67	$24,150.00
Services			
Dept. Standard Ongoing Customer Success and Support Services - Located in attached Exhibit A			INCLUDED
SUBTOTAL ANNUAL FEES:			**$24,150.00**

ANNUAL DISCOUNTS	Units	Unit Price	Extended Price
Term Length, Customer Commitment, and Prompt Execution Discount	450	($12.92)	($5,812.50)
TOTAL DISCOUNTED ANNUAL FEES:			**$18,337.50**

TERMS OF AGREEMENT

Messages sent in-application do not consume Message Credits. Message Credits used in excess of the annual allotted amount will be assessed at a rate of $.045 per credit, and may be billed separately or appended to future invoices. 1 SMS Message = 1/2 Message Credit. 1 MMS Message (Picture Message) = 1 Message Credit.

Additional 2-way Messaging Users may be purchased at a rate of $50/year per 2-way messaging user added.

Multi-year agreements are subject to a standard 4.25% annual price escalator which is included in the below payment schedule.

Special Considerations:
*To receive the Client Commitment and Prompt Execution Discount, Client agrees to the following:
1)   Client will allow Licensor to display its logo as part of its online customer list.
2)   Client will allow Licensor to issue a standard Press Release announcing Client's adoption of the Teamworks platform. The content of the press release shall be subject to Client's prior written approval and will contain at least one quote, which will be attributed to a senior member of Client's staff subject to availability as determined by Client.
3)   Client will execute Original Customer Agreement and return to Licensor prior to close of business on 07/01/2022. If this deadline is not met, the Prompt Execution & Client Commitment Discount will be forfeited.

Prices shown above and Payment Schedule below does not include state and local sales/use taxes that may apply. Any such taxes are the responsibility of the Client and will appear on the final invoice. Tax-exempt entities must provide Licensor with a copy of their applicable tax exemption certificate.

PAYMENT SCHEDULE

Payment Due 07/01/2022	**$19,337.50**
Payment Due 07/01/2023	**$19,116.84**
Payment Due 07/01/2024	**$19,929.31**

This Original Agreement is subject to the terms of the Application Service Provider Agreement.

Duration of Original Agreement: 3 years. This Original Agreement (and all price locks) will expire on 06/30/2025.

In witness whereof, the parties hereto have duly entered and executed this Original Agreement as of 06/14/2022 and represent and warrant that the party executing this Original Agreement on their behalf is duly authorized.

Teamworks Innovations, Inc.'s Acceptance		West Texas A&M University's Acceptance	
Signature:	*DocuSigned by:* (signature) 7F9AE45CA0184E1...	Signature:	*Bryon McCafferty*
Printed Name:	James Coffos	Printed Name:	Bryon McCafferty
Title:	COO	Title:	Director of Procurement & Contracts
Date:	6/16/2022	Date:	6.16.22

*WTAMU Contract Addendum is attached and incorporated hereto (klg 6/16/2022)

APPLICATION SERVICE PROVIDER AGREEMENT
Terms and Conditions

This Agreement (this "**Agreement**") is effective as of the date in the Customer Agreement (the "**Customer Agreement**"), by and between TEAMWORKS INNOVATIONS, INC. ("**LICENSOR**") and the party identified as Client in the Customer Agreement ("**Client**"), which is incorporated herein by reference. For and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **License Grant.** Except as otherwise provided in Section 16 below, LICENSOR hereby grants to Client the non-exclusive, non-transferable, limited, terminable license to use the Licensed Software ("**Licensed Software**" shall mean LICENSOR's Teamworks software platform and any accompanying documentation) during the Term in accordance with the terms and conditions set forth in this Agreement and the Customer Agreement. Title to the Licensed Software remains in LICENSOR and all rights not expressly granted to Client in this Section and Section 16 are reserved by LICENSOR.

2. **Authorized Users**. Client shall select employees or other persons who shall be authorized to use this Licensed Software in accordance with this Agreement ("**Authorized Users**").

3. **Hours of Operation**. Except for periods of failure attributable to the telecommunications provider, LICENSOR will take commercially reasonable measures to allow Client to access the Licensed Software twenty four (24) hours a day, seven (7) days per week, except for reasonable maintenance periods, which shall not exceed one percent (1.00%) downtime per year. Whenever possible, LICENSOR shall perform maintenance between the hours of 12:00 midnight and 6:00 a.m. Eastern Time. LICENSOR shall make reasonable efforts to notify Client in advance of other scheduled maintenance periods.

4. **Services.** During the Term, LICENSOR agrees to render to Client any services listed on the Customer Agreement (the "**Services**"). CLIENT will be responsible for entering into the Licensed Software the data it desires in the Licensed Software ("**Client Data**"). LICENSOR will provide on-going data management and hosting services for Client Data entered into or processed by the Licensed Software**,** including but not limited to data transfer, data storage and data access. Although Authorized Users will input Client Data into the Licensed Software, they will not be involved in the software development and coding or the support, maintenance, hosting, operation, or maintenance related to the Licensed Software. Client will rely upon

LICENSOR's personnel in all technical and operational matters related to the Licensed Software. LICENSOR shall not be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, terrorism, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

5. **Customization**. If Client desires to engage LICENSOR to perform any changes or customization to the Licensed Software, LICENSOR shall perform such services on a time and materials basis, with fees to be negotiated between the parties, and LICENSOR shall retain all rights with respect to any such changes or customization in accordance with Section 16.

6. **Protection of Client Data.** LICENSOR agrees to take commercially reasonable measures and perform appropriate tests to assure that the Licensed Software provided by LICENSOR is free of known viruses. Further, LICENSOR agrees to maintain reasonable security (including encrypted password protection and encrypted data transfer) for uploading and downloading of Client Data and allowing Client access to the Licensed Software in compliance with industry practices. Client has complete ownership of the Client Data at all times and agrees to be responsible for making any and all required or requested corrections to the Client Data. Client is solely responsible for reviewing all Client Data and shall ensure that no Client Data constitutes or contains any data prohibited by applicable law or that is otherwise in violation of Section 18 below and other terms of this Agreement. Client agrees to be responsible for all security of Client Data transmitted or shared by Client with any outside third parties. In the event that Client requests that LICENSOR transfer any data to or from another customer of LICENSOR, including any data related to individuals within Client's or such other customer's organization, Client shall sign a data transfer agreement acceptable to LICENSOR. Client shall comply with all Federal, State and local laws, ordinances, and regulations in obtaining, maintaining and transferring the Client Data, including obtaining all legally required consents of any third parties. **Client agrees that LICENSOR is not liable for errors in data or transmission or lost data, and LICENSOR is not obligated to investigate or audit the accuracy of the data unless such losses occur due to the negligent act or intentional omission of LICENSOR.**

LICENSOR shall be responsible for, and remain liable to, Client for the actions and omissions of its employees, all

contractors, agents, outsourcers and auditors engaged by or performing services on behalf of LICENSOR concerning the treatment of Client Data as if they were LICENSOR's own actions and omissions. At a minimum, LICENSOR's safeguards for the protection of Client Data shall include: (i) limiting access of Client Data to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting highly-sensitive Client Data stored on any mobile media; (vii) encrypting highly-sensitive Client Data transmitted over public or wireless networks; and (viii) strictly segregating Client Data from information of LICENSOR or its other customers so that Client Data is not commingled with any other types of information. LICENSOR represents and warrants that its collection, access, use, storage, disposal and disclosure of Client Data does and will comply with all applicable federal and state and foreign privacy and data protection laws, as well as all other applicable regulations and directives. In the event of a Security Breach, LICENSOR will immediately notify the Client and agrees that it shall not inform any third party of any Security Breach without first obtaining Client's prior written consent, other than to inform a complainant that the matter has been forwarded to Client's legal counsel, and except where disclosure of such Security Breach is required by applicable law. Furthermore, Licensor agrees that it will reasonably cooperate with Client's insurer in the event of a Security Breach and/or suspected Security Breach. "**Security Breach**" means (i) any act or omission that compromises either the security, confidentiality or integrity of Client Data or the physical, technical, administrative or organization safeguards put in place by LICENSOR or any authorized representatives that relate to the protection of the security, confidentiality or integrity of Customer Information, or (ii) receipt of a complaint in relation to the privacy practices of LICENSOR or any authorized representatives or a breach or alleged breach of this Agreement relating to such privacy practices.

7.   **Client's Responsibilities**.   Client is solely responsible for obtaining, at its own expense, the requisite software, hardware, equipment and telecommunications service(s) necessary to access the Licensed Software hosted by LICENSOR. Client shall be responsible for ensuring that each Authorized User shall only use the Licensed Software in accordance with this Agreement and otherwise complies with the terms and conditions of this Agreement.

8.   **Backup**. LICENSOR will perform daily backups of its database in accordance with industry standards. A

copy of backup media will be transferred to a location remote from LICENSOR's data center at least once per week.

9.   **User Names and Passwords**. Client will access the Licensed Software through the use of a user name and password assigned by LICENSOR. Client is responsible for safeguarding and maintaining the secrecy of its user name and password at all times. Client shall be solely responsible for monitoring and terminating, when appropriate, its Authorized Users' access to the Licensed Software. LICENSOR shall not be responsible or liable for the use or misuse of any user name or password. Client shall be solely and exclusively responsible and liable for any use or access to the Licensed Software by any person or entity who gains access to the Licensed Software through the use of Client's user name or password unless such use or access is obtained through the improper release of the user name or password by LICENSOR.

10.   **No Relationship**.   Regarding transactions conducted via the Licensed Software, LICENSOR: (a) is not a party or an agent of Client in such transactions, (b) does not take title to the Client Data, and (c) LICENSOR is not responsible for errors and omissions of Client Data entered into the Licensed Software

11.   **No Warranties of Third Party Sites**.   The Licensed Software may provide links or references to other third party websites ("**Third Party Sites**"). LICENSOR has no responsibility for the content of Third Party Sites, does not make any representations or give any warranties with respect to any information contained at or made available through Third Party Sites (including the availability or accessibility of such Third Party Sites), and shall not be liable for any damages or injury arising from the content of Third Party Sites. LICENSOR does not endorse companies, products or the websites to which it has provided links, but merely provides them as a convenience to Client. Unless approved in writing by LICENSOR, Client agrees not to provide or create a link to the Licensed Software or create any frames at any other sites pertaining to any of the content in the Licensed Software.

12.   **License, Hosting and Support Fees.**   In consideration for the license of the Licensed Software, and the Services provided to Client under the terms of this Agreement, Client shall pay to LICENSOR the fees in the amounts and on the dates specified in the Customer Agreement (the "**License Fee**"). The initial payment of the License Fee shall be invoiced on or about the date of set-up or, if already installed, on or before the Effective Date set forth in the Customer Agreement (the "**Effective Date**") and shall be payable as set forth thereon. Except as otherwise indicated in the Customer Agreement, the License Fee for the entire Term will be fully earned and non-refundable on the Effective Date**.**

13. **Additional Fees; Invoices**. Client also agrees to pay any other authorized fees or expenses incurred by LICENSOR pursuant to this Agreement or as set forth in the Customer Agreement, if any, including but not limited to excess message charges. LICENSOR will provide Client with detailed invoices for such expenses, and Client acknowledges that payments for all such invoices are due within thirty (30) days of receipt by Client. Any payment of the License Fee or other charges not received within thirty (30) days of receipt of an invoice shall bear interest at a rate of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less.

* **14.** **Taxes**. In addition to the consideration provided herein, Client agrees to pay amounts equal to any sales, use, excise or other taxes which may be imposed as a result of this Agreement pursuant to applicable law, but Client shall not be obligated to pay any taxes based on LICENSOR's net income or tangible personal property. If Client claims an exemption from any such taxes, Client shall provide to LICENSOR an appropriate exemption certificate.
 WTAMU is tax-exempt.

15. **Term and Termination.** This Agreement shall commence upon the Effective Date and shall continue for the period specified in the Customer Agreement (the "**Term**"), unless sooner terminated pursuant to the express terms of this Agreement or the Customer Agreement. LICENSOR has the right to terminate this Agreement in the event of a material breach of this Agreement by Client that is not cured by Client within ten (10) days of Client's receipt of a written notice of breach and demand to cure. Client has the right to terminate this Agreement in the event of a material breach of this Agreement by LICENSOR that is not cured by LICENSOR within ten (10) days of LICENSOR's receipt of a written notice of breach and demand to cure.

16. **Proprietary Rights.** Client acknowledges and agrees that all right, title and interest, including patent, trademark, copyright, trade secret, and any other proprietary right in the Licensed Software and all improvements, modifications, enhancements, updates, translations, customizations and derivatives provided by LICENSOR, and all related documentation and information, is and shall be the sole and exclusive property of LICENSOR and that Client shall not contest the validity or ownership of any such proprietary rights. Client further acknowledges and agrees that all right, title and interest, including patent, trade mark, copyright, trade secret and other proprietary right and any improvements, modifications, enhancements, updates, translations, and derivative works that are made to the Licensed Software for Client, and customizations made for Client for use with the Licensed Software, as well as all related documentation and information, are and shall be the sole and exclusive property of LICENSOR.

17. **Restrictions.** Client understands that the license granted in this Agreement places certain limits on Client's use of the Licensed Software, including without limitation, each of the following: (a) Client shall not disclose, license, sublicense, assign, rent, sell, loan, give or otherwise distribute all or any part of the Licensed Software or any other software or information derived from the Licensed Software to any third party or other organizations except as specifically permitted under the Customer Agreement; (b) Client will restrict access to the Licensed Software to Authorized Users in connection with the performance of their duties for Client; (c) Client shall not attempt to view, edit, reverse engineer, decompile or otherwise access the source code of the Licensed Software or alter or tamper in any way with the Licensed Software including without limitation any look and feel or functionality thereof; (d) Client shall not alter, remove or conceal any copyright, trade secret or other proprietary rights notices that may appear on or within the Licensed Software; and (e) Client may only use the Licensed Software to process data in the conduct of its business and shall not provide access to the Licensed Software to any third party, for any purpose.

18. **Compliance with Laws.** Client agrees: (a) to comply with all applicable laws, regulations, statutes, rules, and policies of all applicable countries and their instrumentalities and political subdivisions thereof, including with respect to data privacy and personally identifiable information; (b) to require that all of Client's employees and other Authorized Users comply with all such applicable laws and regulations; (c) to use the Licensed Software only for lawful purposes; (d) to take all reasonable precautions to ensure that all of Client's content or other material posted or otherwise made available via the Licensed Software (1) does not contain any viruses, time bombs, Trojan horses, worms or other computer programming routines that may damage or interfere with the operations of the Licensed Software or any system, data or information pertaining to the Licensed Software or any user thereof, (2) is true and accurate, (3) is not linked directly or indirectly to descriptions of goods or services that are either prohibited by this Agreement or are linked or referenced in any fashion to another website that lists the same goods or services, and (4) does not infringe upon any third party's rights, including without limitation copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) to take all reasonable precautions necessary to maintain the security of the Licensed Software and the privacy of other users; (f) not to post on or otherwise transmit through the Licensed Software any unlawful, fraudulent, defamatory, trade libelous, harmful, threatening, abusive, harassing, vulgar, obscene, indecent, pornographic, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable laws;

(g) not to engage in the operation of any unlawful transactions and/or business or permit any third party to use the Licensed Software for any unlawful purpose; (h) not to post on the Licensed Software any chain letters, junk mail or any other type of unsolicited mass e-mail to users; (i) not to breach or attempt to breach the security of software, network, servers, data, computers or other hardware relating to the Licensed Software or that of any other user or third party that is hosting or interfacing with any part of the Licensed Software; and (j) not to use or distribute on LICENSOR's website any software or other tools or devices designed to compromise privacy or security.

19.   Disclaimer of Warranties. Except as set forth below, LICENSOR expressly disclaims all warranties, whether express or implied, including but not limited to, any implied warranties of title, merchantability or fitness for a particular purpose or warranties arising from a course of dealing, trade usage, or trade practice.

LICENSOR MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ACCURACY, OR COMPLETENESS OF THE DATA POSTED ON OR OTHERWISE MADE AVAILABLE VIA THE LICENSED SOFTWARE.

LICENSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE THAT CLIENT WILL GENERATE ANY ADDITIONAL PRODUCTIVITY, BUSINESS OR TRANSACTIONS BY USING THE LICENSED SOFTWARE. LICENSOR SHALL NOT BE DEEMED TO BE A PARTY TO ANY TRANSACTION MADE USING THE LICENSED SOFTWARE

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE FOREGOING MAY NOT APPLY TO CLIENT.

20.   LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR, ITS OFFICERS, DIRECTORS AND EMPLOYEES' TOTAL CUMULATIVE AGGREGATE LIABILITY UNDER THIS AGREEMENT (WHETHER DUE TO THE NEGLIGENCE OF LICENSOR, BREACH BY LICENSOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE) FOR ANY CLAIMS, LOSSES, OR DAMAGES HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE, WEBSITE, DOCUMENTATION, AGREEMENT, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OR INFORMATION AVAILABLE FROM THE LICENSOR SERVER, ANY

CONTENT ON THE WEBSITE, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF USER CONTENT) AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, MISREPRESENTATION OR TORT, SHALL NOT EXCEED THE AGGREGATE OF ALL AMOUNTS PAID TO LICENSOR BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LICENSOR SHALL NOT BE LIABLE TO CLIENT FOR BUSINESS INTERRUPTION, LOST BUSINESS INFORMATION, LOST PROFITS, LOST SAVINGS, OPPORTUNITY COSTS, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR RELIANCE DAMAGES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE FOREGOING LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE AND SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIMS, LOSSES, OR DAMAGES.

THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN LICENSOR AND CLIENT IN VIEW OF THE FEES CHARGED CLIENT BY LICENSOR.

CLIENT EXPRESSLY AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO CLIENT, ANY OF CLIENT'S EMPLOYEES, OFFICERS, AGENTS, OWNERS, OR ANY OTHER THIRD PARTY FOR ANY LOSSES, DAMAGES, OR LIABILITIES OF ANY NATURE WHATSOEVER ON ACCOUNT OF OR ASSOCIATED WITH THE SERVICES RENDERED HEREUNDER OR THE USE OF THE LICENSED SOFTWARE, THIS AGREEMENT, THE TERM SHEET, LICENSOR'S PRIVACY POLICY OR OTHER ACTIVITIES UNDER THIS AGREEMENT.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF (I) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR (II) THE EVENT GIVING RISE TO SUCH CAUSE OF

ACTION, PROVIDED THAT LICENSOR HAS NOT FAILED TO DISCLOSE SUCH EVENT TO CLIENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE FOREGOING MAY NOT APPLY TO CLIENT.

*Limitations and Indemnity coverages are addressed within the incorporated WTAMU Contract Addendum, and will govern these terms.

* **21.** **Indemnification**. LICENSOR shall defend any action brought against Client to the extent it is based on a third party claim that use by Client of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes any valid United States patent, copyright, or trade secret. LICENSOR shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Client in such action that are attributable to such claim, provided: (a) Client notifies LICENSOR in writing of any such claim within twenty (20) days of learning of such claim; (b) LICENSOR has sole control of the defense and all related settlement negotiations; and (c) Client cooperates with LICENSOR, at LICENSOR's expense, in defending or settling such claim (provided that LICENSOR shall not enter into any settlement or other compromise that materially adversely affects Client without Client's written approval, not to be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, Client agrees to promptly notify LICENSOR of any known or suspected infringement or misappropriation of LICENSOR's proprietary rights of which Client becomes aware. Should the Licensed Software or the Services become, or be likely to become in LICENSOR's opinion, the subject of any claim of infringement, LICENSOR may, at its option: (i) procure for Client the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement.

LICENSOR shall have no liability for, and Client shall, at its sole expense, defend, indemnify, and hold LICENSOR and its officers, directors, attorneys, agents and employees harmless from and against all liability and costs (including attorney's fees and court costs) that may result from any claim based upon: (i) the use, operation, or combination of the Licensed Software or the LICENSOR Service with non-LICENSOR programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (ii) use of other than the then-current, unaltered version of the Licensed Software or the Services; (iii) Client's activities after LICENSOR has notified Client that LICENSOR believes such activities may result in infringement; (iv) any modifications to or markings

of the Licensed Software or the Services that are not specifically authorized in writing by LICENSOR; (v) any third party software; (vi) any Client Data or other Client materials; or (vii) Client's breach or alleged breach of this Agreement. Both Parties will remain silent on Indemnity.

22. **Access Outside the United States of America.** The Licensed Software is controlled and operated by LICENSOR from its offices within the United States of America. LICENSOR makes no representation that materials or data in the Licensed Software are appropriate or available for use in other locations. If Client, or others who are authorized under this Agreement to access the Licensed Software, accesses or uses the Licensed Software from other locations, Client does so at its own risk and is responsible for compliance with local laws, if and to the extent local laws are applicable. The Licensed Software is further subject to United States export controls. No portion of the Licensed Software may be accessed, used or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By accessing or using the Licensed Software, Client represents and warrants that neither Client, nor any of its employees or others who are authorized under this Agreement to access the Licensed Software, are located in, under control of, or a national or resident of any such country or on any such list.

23. **Survival**. Sections 6, 12, 13, 15, 17,18, and 19 through 33, and all obligations of Client to pay or reimburse LICENSOR for any amounts arising under this Agreement, shall survive termination and/or expiration of this Agreement.

* **24.** **Injunctive Relief.** If Client or any of its agents attempts to copy, use, license, or convey materials containing the above-referenced proprietary rights owned by LICENSOR, in any manner contrary to the terms of this Agreement or in competition with LICENSOR or in derogation of LICENSOR's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, LICENSOR shall have, in addition to other remedies available to it, the right to injunctive relief enjoining such action, Client hereby acknowledges that other remedies are inadequate.
See Dispute Resolution section of the Addendum.

25. **Independent Contractor.** The parties acknowledge and agree that LICENSOR is an independent contractor of Client, and nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or employment relationship between LICENSOR and Client.

26. Confidential. . All non-public, confidential or proprietary information of each party, including, but not limited to, specifications, source code, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by such party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing in accordance with this Agreement and may not be disclosed or copied unless authorized in advance by the Disclosing Party in writing. The Receiving Party may disclose and shall limit access to such information to those of its employees, representatives, contractors or advisors to whom such access is reasonably necessary or appropriate for the proper performance of the obligations hereunder and shall obtain written undertakings of confidentiality from them when appropriate. Upon the Disclosing Party's request, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. The Disclosing Party shall be entitled to injunctive relief for any violation of this Section 26. This Section 26 does not apply to information that is: (a) in the public domain through no fault of the Receiving Party; (b) known to the Receiving Party at the time of disclosure without restriction as evidenced by its records; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party, or (d) is required by law, court order or a governmental agency to be disclosed.

27. Aggregate; De-Identified Data. Notwithstanding anything to the contrary, LICENSOR shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and LICENSOR will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other LICENSOR offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

The term "**De-Identified Data**" means Customer Data that has been aggregated or otherwise deidentified such that Customer or any individual could not be re-identified. For the avoidance of doubt, Customer Data that includes data elements that identify the relevant league, division, type of sport, or other general non-personally identifiable information, but that does not include Personal Information or otherwise identify Customer or any individual, shall constitute De-Identified Data. By way of example and not

limitation, LICENSOR shall be entitled to identify a meal plan as "developed for an NFL running back" and such description shall be considered De-Identified Data, provided that the individual player or team is not identified. Subject to the terms and conditions of this Agreement, Customer hereby grants to LICENSOR, under Customer's Intellectual Property Rights, a perpetual, irrevocable, fully paid up, royalty-free, sublicensable, transferable, non-exclusive license to display, publish, reproduce, and otherwise use the De-Identified Data for its business purposes. By way of example, but not limitation, LICENSOR shall be entitled to use De-Identified Data, together with other de-identified data collected from LICENSOR's other customers, to generate meal plan templates, recipes, meal options, and other contents accessible by its customers as part of the Platform, publish findings in scientific journals and other scientific and technology-based publications and reviews, and for other business purposes. Notwithstanding anything to the contrary, LICENSOR's rights to use the De-Identified Data shall survive termination or expiration of this Agreement.

28. Name. Notwithstanding anything to the contrary herein, during the Term, LICENSOR may display on its website and other marketing materials that Client is a customer of LICENSOR.

* **29. Governing Law and Venue**. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, excluding its conflicts of law rules. Except for actions for injunctive or other equitable relief, any dispute whatsoever relating to the interpretation, validity or performance of this Agreement, or any dispute arising out of this Agreement or related in any way to the Licensed Software, shall be settled by binding and final arbitration before a single arbitrator. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "**AAA Rules**"). Arbitration shall be by a single arbitrator experienced in the matters at issue selected pursuant to the AAA Rules. The arbitration shall be held in such place in the metropolitan area of Durham, North Carolina as may be specified by the arbitrator (or such other place upon which the parties and the arbitrator may agree), and shall be conducted pursuant to the AAA Rules (regardless of any choice of law provision in this Agreement). The decision of the arbitrator shall be final and binding as to any matters submitted to arbitration and shall be in lieu of any other action or proceeding of any nature whatsoever; and, if necessary, any judgment upon the arbitrator's decision may be entered in any court of record having jurisdiction over the subject matter or over the party against whom the judgment is being enforced. Except as required by law, the parties agree to keep confidential the existence and details of any dispute subject to this provision, including the results of arbitration. The foregoing shall not be deemed to prohibit a party from disclosing relevant

information to its legal, financial and other advisors in connection with any such dispute as long as such advisors agree to maintain the confidentiality thereof pursuant to this provision. Notwithstanding the foregoing, any party may seek temporary injunctive relief through any local, state, or federal court with proper jurisdiction over the dispute in the event of any breach or anticipatory or threatened breach of this Agreement. * See Governing Law and Venue section of attached Addendum.

30.   Entire Agreement and Amendments.   This Agreement, the Customer Agreement, and any addendum or exhibits thereto constitute the entire agreement between the parties concerning the subject matter herein. This Agreement, the Customer Agreement, and any addendum or exhibits thereto may only be modified in writing signed by both parties.

31.   Binding.   This Agreement shall be binding upon the parties hereto, as well as their successors in interest and permitted assigns.

32.   Assignment.   Client may assign or transfer its rights and/or obligations under this Agreement to Client's successors, transferees, and assigns upon advance written notice to LICENSOR and with LICENSOR'S advance written consent.

33.   Waiver.   Waiver by either party of any breach, or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not limit or affect that party's right to enforce strict compliance with all other terms of this Agreement.

34.   Severability.   Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a court of competent jurisdiction, the validity and unenforceability of the remaining provisions of the Agreement shall not be affected thereby.

WEST TEXAS A&M UNIVERSITY
ADDENDUM TO VENDOR'S CONTRACT FORM

West Texas A&M University, a member of The Texas A&M University System and an agency of the State of Texas ("WTAMU") and Teamworks Innovations, Inc. ("Vendor") are this day entering into an agreement (collectively the "Parties") and, for their mutual convenience, the Parties are using the standard contract form provided by the Vendor, including all incorporated policies and guidelines, which includes the Application Service Provider Agreement (referred to hereafter as the "Vendor's Contract Form").

This Addendum, duly executed by the Parties, is incorporated into the Vendor's Contract Form and made an integral part thereof.

Certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by WTAMU because of its status as an agency of the State of Texas and other terms require amendment or supplementation. In consideration for the convenience of using the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that the Vendor's Contract Form is amended in accordance with this Addendum and may not be waived or modified except by written agreement between the parties. As used herein, the term "Agreement" means the Vendor's Contract Form, this Addendum, and the purchase order (if any), together with any other addenda or exhibits constituting part of the written contract between the parties. To the extent the language in the Vendor's Contract Form is in conflict with any language in this Addendum or the purchase order (if any), the language in this Addendum and the purchase order (if any) shall control.

Vendor agrees that it will maintain compliance with the Payment Card Industry Data Security Standards ("PCI DSS"). Vendor acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of WTAMU, or to the extent that Vendor could impact the security of the cardholder data environment.

In accordance with Texas Education Code Section 51.9335(h), any provision required by applicable Texas law to be included in the Agreement shall be deemed to be automatically incorporated into the Agreement by operation of law.

1. Inapplicable Provisions. Without limiting any other inapplicable provisions, none of the provisions listed below as they may appear in the Vendor's Contract Form shall have any effect or be enforceable against WTAMU:

    a. Releasing, waiving, or limiting the Vendor or any entity or person from its legal liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.

    b. Requiring any total or partial compensation or payment for lost profit, consequential, punitive or liquidated damages by WTAMU.

    c. Requiring WTAMU to indemnify or hold the Vendor harmless for any act or omission.

    d. Requiring that WTAMU pay taxes.

    e. Obligating WTAMU to pay costs of collection or attorneys' fees.

    f. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas, i.e. statutes of limitation.

g. Binding WTAMU to any arbitration or to the decision of any arbitration board, commission, panel or other entity.

h. Granting the Vendor a security interest in any property of WTAMU or subjecting any property of WTAMU to a statutory, contractual, or constitutional lien.

i. Requiring payments or assessing interest other than in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

j. Requiring WTAMU to maintain any type of insurance either for WTAMU benefit or for the Vendor's benefit.

k. Automatically renewing or extending the contract term.

l. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Texas.

m. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer of the Vendor subsequent to execution by an official of WTAMU before the Agreement is considered in effect.

n. Prohibiting WTAMU from recovering its lawful damages incurred as a result of a breach of the Agreement.

o. Limiting the liability of the Vendor for property damage or personal injury.

p. Permitting unilateral modification of the Agreement by the Vendor.

q. Delaying the acceptance of the Agreement or its effective date beyond the date of execution by WTAMU.

2. Applicable Requirements.

a. **Access by Individuals with Disabilities.** Vendor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to WTAMU 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 Vendor becomes aware that the EIRs, or any portion thereof, do not comply, then Vendor represents and warrants that it will, at no cost to WTAMU, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Vendor fails or is unable to do so, then WTAMU may terminate this Agreement and Vendor will refund to WTAMU all amounts WTAMU has paid under this Agreement within thirty (30) days after the termination date.

3. Required Certifications.

a. **Delinquent Child Support Obligations.** "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."

b. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Vendor agrees that any payments owing to Vendor under this Agreement may be applied directly toward certain debts or delinquencies that Vendor 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.

c. **Franchise Tax Certification.** If Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Vendor is exempt from the payment of franchise (margin) taxes.

d. **Prohibited Bids and Agreements.** "Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or 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."

e. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**. WTAMU is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, http://www.epls.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Vendor certifies that it is eligible to participate in this Agreement and has not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

f. **Conflict of Interest.** By executing this Agreement, Vendor and each person signing on behalf of Vendor 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.

g. **Prohibition on Contracts with Companies Boycotting Israel**. By executing this Agreement, Vendor certifies it does not and will not, during the performance of this contract, boycott Israel. Vendor acknowledges this Agreement may be terminated if this certification is inaccurate.

h. **Certification Regarding Business with Certain Countries and Organizations**. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated if this certification is inaccurate.

i. **Access to Agency Data**. Pursuant to Section 2054.138, Texas Government Code, Vendor shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at https://www.wtamu.edu/it/information-technology-information-controls-catalog.html, as may be amended from time to time, (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of WTAMU's data. Vendor shall periodically provide WTAMU with evidence of its compliance with the Security Controls within thirty (30) days of WTAMU's written request.

j. **Cloud Computing Services**. As of the Effective Date, Vendor represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, Vendor shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. Vendor shall provide WTAMU with evidence of its TX-RAMP compliance and certification within thirty (30) days of WTAMU's written request and at least thirty (30) days prior to the start of any renewal term of this Agreement.

4. Loss of Funding. Performance by WTAMU 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, WTAMU will issue written notice to Vendor and WTAMU may be relieved of its obligation to pay for the period of non-appropriation only and LICENSOR will place Client software access on hold until appropriation of funds returns. LICENSOR will extend term length equal to the amount of time that funds were not appropriated. If funds become permanently unavailable to WTAMU the Agreement will be terminated without further obligations hereunder. Vendor acknowledges that appropriation of funds is beyond the control of WTAMU.

5. State Auditor's Office. Vendor 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*. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.

6. Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by WTAMU and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Finance & Administration of WTAMU, who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.

7. Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach,

remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

8. <u>Venue</u>. Notwithstanding any other provision of this Agreement, pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against WTAMU shall be in the county in which the primary office of the chief executive officer of WTAMU is located.

9. <u>Force Majeure</u>.   Neither party will be in breach of its obligations under this Agreement/Contract or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of the Agreement/Contract.

10. <u>Entire Agreement; Modifications; Assignment</u>. The Agreement supersedes all prior agreements, written or oral, between WTAMU and the Vendor and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, altered, or assigned except by a writing signed by WTAMU and the Vendor.

11. <u>Independent Contractor</u>. In Vendor's performance under the Agreement, the Vendor acts and will act as an independent contractor, and not as an agent or employee of WTAMU.

12. <u>Limitations</u>. The Vendor is aware that there are constitutional and statutory limitations on the authority of WTAMU (a state agency) to enter into certain terms and conditions that may be part of the Agreement, including, but not limited to, those terms and conditions relating to liens on WTAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or

omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on WTAMU except to the extent authorized by the laws and Constitution of the State of Texas.

Neither the execution of the Agreement nor any conduct, action or inaction of any representative of WTAMU relating to the Agreement constitutes or is intended to constitute a waiver of WTAMU's or the state's sovereign immunity to suit.

13. Public Information.

(a)   Vendor acknowledges that WTAMU 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 WTAMU's written request, Vendor will provide specified public information exchanged or created under this Agreement that is not otherwise accepted from disclosure under chapter 552, Texas Government Code, to WTAMU in a non-proprietary format acceptable to WTAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which WTAMU has a right of access.

(c) Vendor acknowledges that WTAMU 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.

14. Notice.   Any notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. WTAMU State University and the Vendor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

If to WTAMU:	WTAMU
	WT Box 610001
	Canyon, Texas 79016
	Attn: contracts@wtamu.edu

If to Vendor:	Teamworks Innovations, Inc.
	122 E. Parrish St.
	Durham, NC 27701
	Attn: contracts@teamworks.com

15. Severability. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulation or declared null and void by a court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
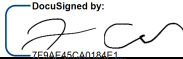
16. Indemnification - Intentionally Omitted.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

WTAMU

Teamworks Innovations, Inc.

Bryon McCafferty 6.16.22
_____
Signature   Date

DocuSigned by:

6/16/2022
_____
Signature   Date

Bryon McCafferty
_____
Printed Name

James Coffos
_____
Printed Name

Director for Purchasing & Contracts
_____
Printed Title

COO
_____
Printed Title