

CUSTOMER ORDER
for the LICENSE AND CONSULTING AGREEMENT
dated February 4, 2019

(UNT Health Science Center Resource RailSM Project)
Custom Work Order: #12-12-2020

The Curators of the University of Missouri on behalf of SourceLink® (“UNIVERSITY”) and University of North Texas Health Science Center (“LICENSEE”) are hereby entering into the CUSTOMER ORDER, which shall be subject to all of the terms and conditions set forth in the License and Consulting Agreement dated February 4, 2019 (“ORIGINAL AGREEMENT”) between the parties.

Whereas, UNIVERSITY is desirous of supporting LICENSEE through its Sparkyard program (“Sparkyard”), in the development of a print guide similar to the KCSOURCELINK Resource RailSM document which will also be used in connection with The Resource Navigator® software;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, representations and warranties contained herein and the ORIGINAL AGREEMENT, which is incorporated by reference in its entirety, the PARTIES agree as follows:

1. Definitions. For all purposes of this CUSTOMER ORDER, all capitalized terms used herein shall have the meanings attributed to them by ORIGINAL AGREEMENT.
2. Support Services. UNIVERSITY will provide the following SUPPORT SERVICES to LICENSEE:
 - a. SourceLink will work with University of North Texas Health Science Center to develop two visual maps of Fort Worth’s entrepreneurial resource organizations. The map illustrates a continuum of entrepreneurial services from inception to exit and by entrepreneur type. This map will show Fort Worth’s entrepreneurial ecosystem and to help entrepreneurs understand where they are in the continuum of services, what steps they may have missed and to forecast what is next on their journey. It will also serve as a visual resource for marketing the Sparkyard initiative and recruiting additional resource partners.
 - Version 1 will include general service provider categories (ex: Chambers of Commerce, libraries) by entrepreneur type and stage of business.
 - Version 2 will include entrepreneur type and stage of business with individual service organization names.
 - The design will be similar to the KCSOURCELINK Resource RailSM (Visual Examples for illustrative purpose only) shown in Exhibit A.
 - SourceLink will provide print ready files for both versions of the map.

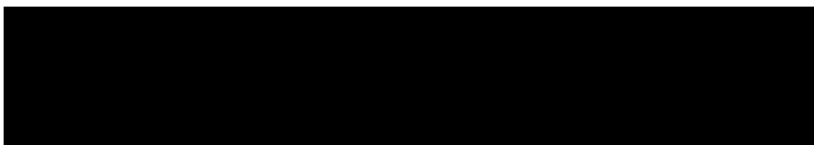
- SourceLink will provide up to two rounds of proofs each for Version 1 and Version 2.
 - b. SourceLink shall maintain the right to review final Sparkyard Resource RailSM maps (both Version 1 and Version 2) before printing and public release by LICENSEE (“FINAL MAPS”).
 - c. Once the FINAL MAPS are complete, SourceLink will agree to help market the FINAL MAPS to the national SourceLink network.
3. LICENSEE’s obligations.
- a. LICENSEE will provide input on theme of the maps.
 - b. LICENSEE will be responsible for all printing costs and expenses for the FINAL MAPS.
 - c. LICENSEE shall pay UNIVERSITY:
 - 1. Payment will be made no later than 30 days following submission by University of a completed invoice form for Version 1: \$7,600.00 (estimate 80 hours of UNIVERSITY time)
 - 2. Payment will be made no later than 30 days following submission by UNIVERSITY of a completed invoice form for Version 2: \$13,775.00 (estimate 145 hours of University time).
 - 3. Additional hours beyond these estimates will be billed at \$150/hour upon approval in writing by LICENSEE.
4. Timeline. UNIVERSITY’s work will begin within four weeks of an executed CUSTOMER ORDER.
5. Deliverables and License. The FINAL MAPS (including all drafts) shall be considered LICENSED PROPERTY under the ORIGINAL AGREEMENT. UNIVERSITY grants to LICENSEE a non-exclusive, non-transferable, perpetual, worldwide license to reproduce, publicly display, and distribute the FINAL MAPS. LICENSEE shall further have the right to update, at its own expense the FINAL MAPS with new Fort Worth’s entrepreneurial resource organizations information only. For clarity, LICENSEE shall have no right to otherwise make derivative works based on the FINAL MAPS and shall not alter or adapt the FINAL MAPS that reflect information outside of the Fort Worth area.
6. Marks. For clarity, Resource RailSM shall be considered a LICENSED MARK under the ORIGINAL AGREEMENT. LICENSEE shall be permitted to rebrand the FINAL MAPS with its own mark, subject to the attribution requirement in Section 7 below.
7. Attribution. LICENSEE agrees to include “Powered by SourceLink” and/or the SourceLink logo in connection with all use of the FINAL MAPS.
8. All other terms and conditions of the ORIGINAL AGREEMENT are hereby ratified and reaffirmed and continue in full force and effect. This CUSTOMER ORDER does

not act to change any other provisions or alter the timing of any other payments due in the ORIGINAL AGREEMENT unless expressly provided herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this CUSTOMER ORDER by their duly authorized officers or representatives effective as of the date of last signature.

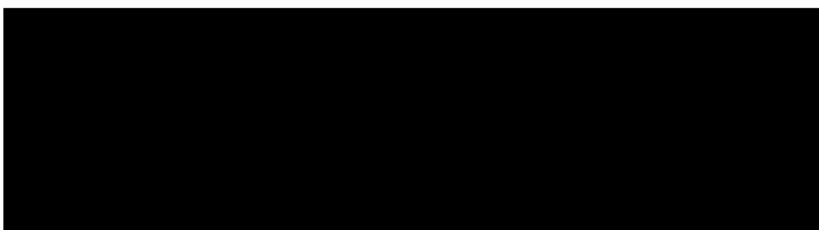
LICENSEE

University of North Texas Health Science Center



Date 1/23/2020

THE CURATORS OF THE UNIVERSITY OF MISSOURI



Date 01/29/2020

EXHIBIT A

Version 1: Visual Example

WELCOME TO MOSOURCELINK®

These statewide business resources are available to anyone, anywhere in Missouri. Use the legend to find your entrepreneur type and follow your line through the steps and resources to build a business. Use the index below to find specific resources and the types of entrepreneurs they serve.

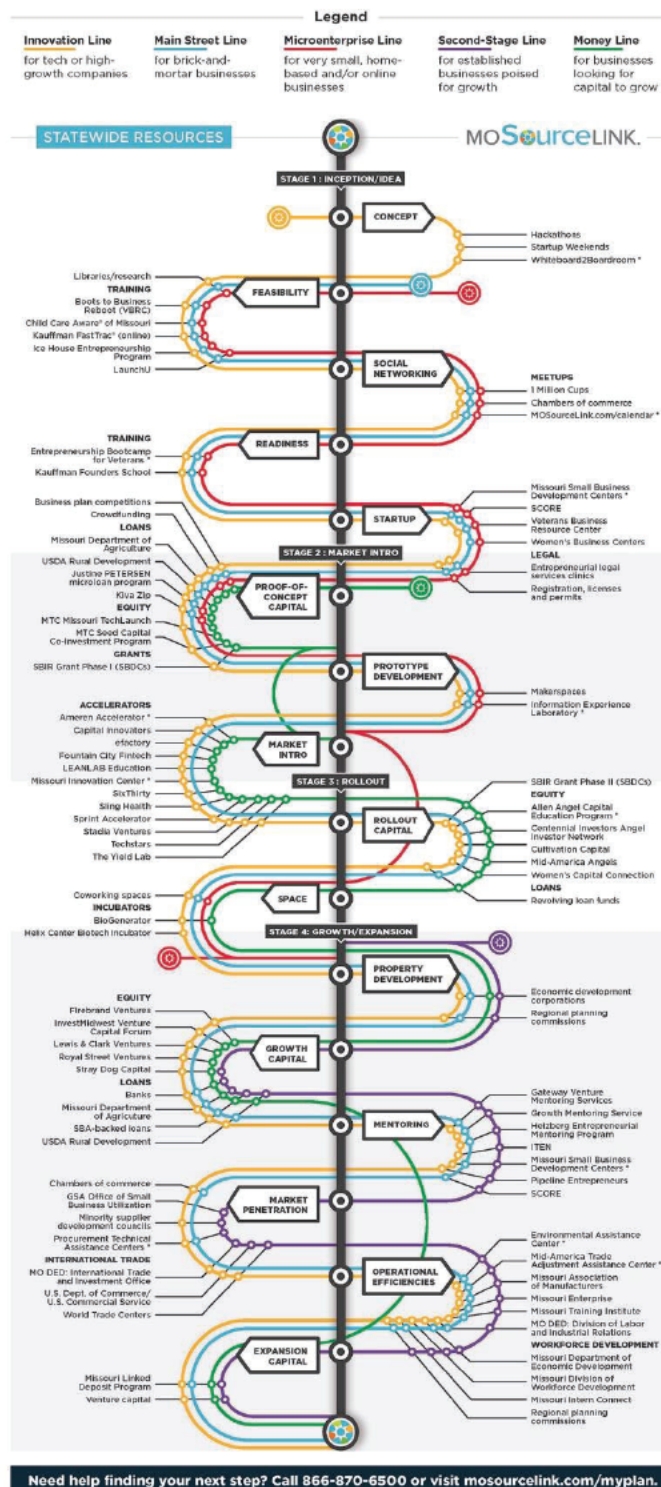


EXHIBIT A

Version 2: Visual Example

POINTS OF INTEREST

*Click to see the full list of resources in this category.

1 Million Club	
Advanced Manufacturing Institute	
AECap	
Angel Capital Group	
Artist INC	
Bethel League	
Banks	
BealBank	
Business	
Business and Technology Business Center (KT Medical Center and K2)	
Black Economic Union of Greater Kansas City	
Blue Hills Collaborative Incubator	
The Burden KC	
Business Plan Competitions (N-Data LAB, others periodically)	
Carroll's Community of NorthWest Kansas	
Chambers of Commerce*	
Carenet World	
CloudFunding	
Digital Land Bank KC	
Economic Development Corporations (EDCs)*	
Enterprise Center in Johnson County	
Entrepreneurial Legal Services Clinic at UMKC	
E-Solutions Program	
FABLAB KCC - Business & Technology	
The Family Career Center	
Park to Table Kitchen at the City Market	
FastTrack! Growth/Innovation* (UMKC, BSETDC)	
FastTrack! Innovation* (UMKC, BSETDC, Midwestern Nazarene University/Women's Business Center)	
FastTrack! Technology* (UMKC, BSETDC)	
Financial Opportunity Centers*	
FinTech Capital	
Francis Institute for Child and Youth Development	
ISA Office of Small Business Utilization	
HealthCare	
Homeless Community Workshop & Marketplace	
Housing Entrepreneurial Networking Program (HENP)	
Hopkins Economic Development Corporation	
Isa House Entrepreneurship Program (UMKC, BSETDC)	
Incubator Kitchen at N-Data Lab	
Independence Regional Entrepreneur Center	
Innovation Cafe	
Innovation Workshop	
International Trade Council of Greater Kansas City, Inc.	
ISB/Kansas Airport	
Johnson County of Kansas City	
Investment Venture Capital Forum	
Johnson County Me. Local Fund	
Johnson County Minority Program	
K-12 State Research and Extension	
Kansas Angel Tax Credits, Kansas Department of Commerce	
Kansas Bioscience Venture Accelerator	
Kansas Department of Commerce, Export Assistance	
Kaufman Founders School	
KC Startup Village	
KC Volunteer Lawyers & Accountants for the Arts	
KC UMKC (Greater Kansas City Local Initiative Support Corporation)	
KCC/KC Workforce Center and Entrepreneurship Center	
Launch KC	
The Last Life	
Libraries/Research*	
Registration, Licenses and Permits*	
MCC Institute for Workforce Innovation	
Mid-America Angels	
Mid-America Manufacturing Technology Center	
Mid-America Trade Adjustment Assistance Center	
Midwest Small Business Finance	
Midwest DED - International Trade and Investment Office	
Midwest Enterprise	
Midwest Limited Deposit Program	
Midwest Technology Corporation IDEA Funds, High Tech Industrial Expansion	
Midwest Technology Corporation IDEA Funds, SeedCap	
Midwest Technology Corporation IDEA Funds, TechLaunch	
Midwest Technology Corporation IDEA Funds, Venture Capital Co-Investment	
Midwest Plains Minority Development Council	
Midwest Kansas	
Northland Angel Investment Network	
OfficePart (Cincinnati & River Market)	
Operation First Step (NREC)	
Pipeline	
Prepared	
Prevenir Pass (NREC)	
Procurement Technical Assistance Center (PTAC)*	
SBIA-Related Loans*	
SBDCs (Small Business Development Centers)*	
SBDCs (Small Business and Technology Development Centers)*	
SCORE/KC	
SCORE	
Small Business Innovation Research Grant Phase 1 (SBIR) (UMKC, BSETDC)	
Small Business Innovation Research Grant Phase 2 (SBIR) (UMKC, BSETDC)	
Venture Capital*	
West Kansas	
West Kansas powered by Techstars	
Startup Sprint	
Startup Weekend	
Startup Weekend	
Think Big Counseling	
Tuesday KCCSO	
U.S. Department of Commerce/US Commercial Service	
University League	
University Business Resource Center	
Village Square	
WFL Land	
WFL/Kansas/Boardman	
Women's Business Center	
Women's Capital Development	
Workforce Partnership	
World Trade Center - Kansas City	

KCSOURCELINK RESOURCE RAIL

Find your type of business in the legend and follow your line to resources that will help you grow your business, from inception to exit.

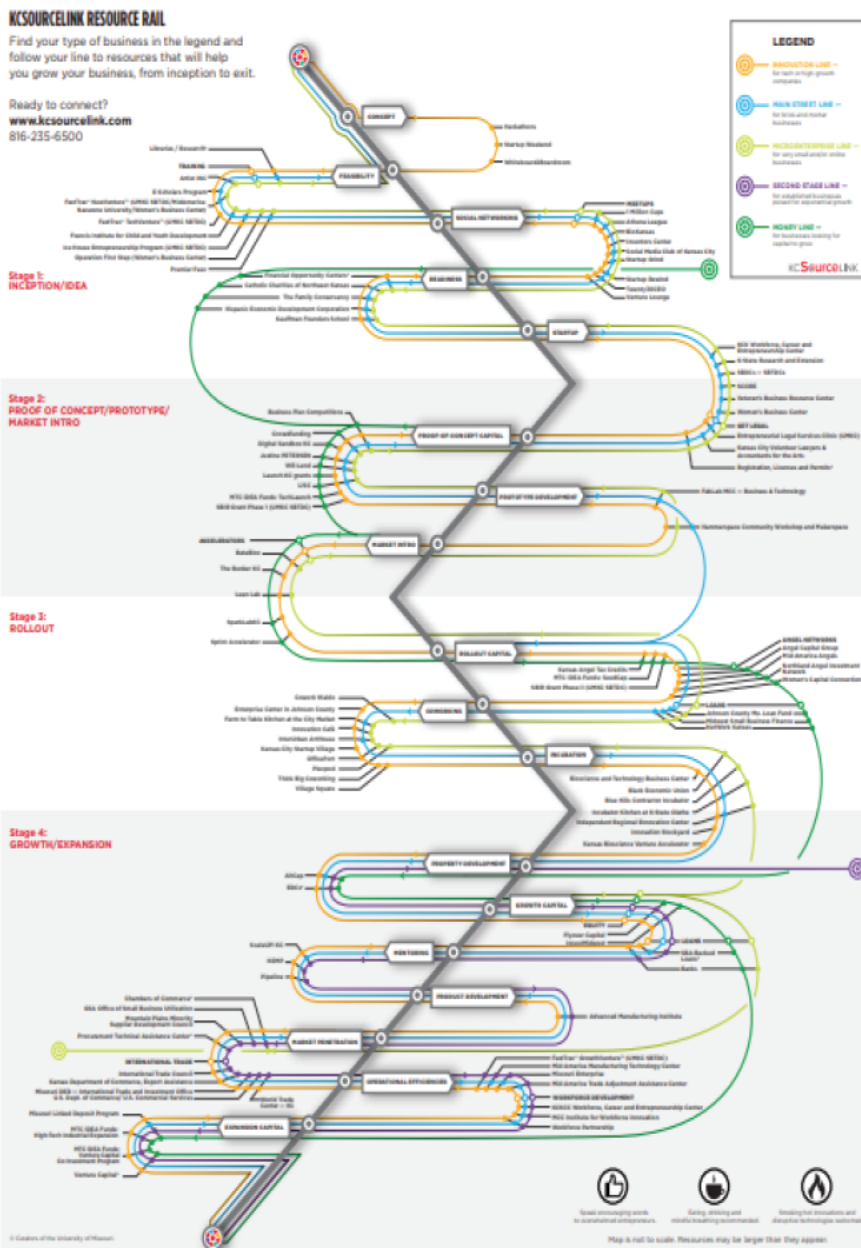
Ready to connect?
www.kcsourcelink.com
816-235-6500

Stage 1: INCEPTION/IDEA

Stage 2: PROOF OF CONCEPT/PROTOTYPE/MARKET INTRO

Stage 3: ROLLOUT

Stage 4: GROWTH/EXPANSION



COPY
provided
for
reference

LICENSE AND CONSULTING AGREEMENT

This License and Consulting Agreement ("AGREEMENT"), entered into effective as of date of last signature ("EFFECTIVE DATE") by and between THE CURATORS OF UNIVERSITY OF MISSOURI, a public corporation, on behalf of the UNIVERSITY OF MISSOURI-KANSAS CITY d/b/a SourceLink® or U.S. SourceLinkSM U.S.SourceLink, having an address of 4747 Troost, Kansas City, Missouri, 64110 ("UNIVERSITY"), and UNT HEALTH SCIENCE CENTER, a an Institution of higher learning, having an address of 3500 Camp Bowie Blvd., Fort Worth, TX 76107 ("LICENSEE"). UNIVERSITY and LICENSEE may sometimes be referred to herein as a "PARTY" or "PARTIES" as the case may be.

WHEREAS, UNIVERSITY has developed certain property, marks, and services designed to connect business development resources to each other and to a national network of best practices known as the "U.S. SourceLink System" or "SourceLink System", certain components of which are described in the Customer Order attached hereto as Exhibit A, and which is incorporated by reference ("CUSTOMER ORDER");

WHEREAS, the UNIVERSITY is the owner of all right, title, and interest in the certain common law or registered trademarks and services marks as set forth in the CUSTOMER ORDER ("LICENSED MARKS") which form part of the SourceLink® System;

WHEREAS, the UNIVERSITY has a licensable interest in certain proprietary software, databases, and documentation manuals as set forth in the CUSTOMER ORDER ("LICENSED PROPERTY") which form part of the SourceLink® System;

WHEREAS, UNIVERSITY is desirous of having UNIVERSITY provide certain services, training, and/or technical support as set forth in the CUSTOMER ORDER ("SUPPORT SERVICES") in order to advance the SourceLink® System; and

WHEREAS, UNIVERSITY desires to license to LICENSEE the LICENSED MARKS and LICENSED PROPERTY and to provide the SUPPORT SERVICES to LICENSEE, and LICENSEE desires to receive such licenses and SUPPORT SERVICES from UNIVERSITY in connection with the establishment and maintenance of a network of organizations that provide services to start and build businesses (hereinafter referred to as "SourceLink® Network") in the area of service specified on CUSTOMER ORDER ("AREA OF SERVICE").

NOW THEREFORE, for and in consideration for the good and valuable consideration listed herein and on the CUSTOMER ORDER, UNIVERSITY and LICENSEE hereby agree as follows:

1. Grant of Licenses in the Licensed Property and Licensed Marks. Subject to payment of the license and consulting fees described in Section 3 below and to the other terms and conditions of this AGREEMENT, the UNIVERSITY hereby grants to LICENSEE the following licenses (collectively, the "LICENSES"):

1.1. A revocable, non-exclusive, non-transferable, limited license for the LICENSE TERM to use the application software which forms part of the LICENSED PROPERTY as set forth in the CUSTOMER ORDER ("APPLICATION SOFTWARE") and the documentation manuals which forms part of the LICENSED PROPERTY as set forth in the CUSTOMER ORDER ("DOCUMENTATION MANUALS") solely in connection with the establishment and maintenance of the SourceLink® Network for business development organizations in the AREA OF SERVICE subject to the terms and provisions of this AGREEMENT and the direction of the

DOCUMENTATION MANUALS. Such license does not include any license or other rights in or to the source code for the APPLICATION SOFTWARE. Use of the DOCUMENTATION MANUALS is subject to Section 5. Use of the APPLICATION SOFTWARE is subject to Section 6.

1.2. Subject to Section 1.2.a) to Section 1.2.e), a revocable, non-exclusive, non-transferable, limited license for the LICENSE TERM to display the LICENSED MARKS on the Internet website hosted on the Internet Domain set forth in the CUSTOMER ORDER (the "DOMAIN") solely in connection with the establishment and maintenance of the SourceLink® Network for business development organizations in the geographic area described in Section 4 subject to the terms and provisions of this AGREEMENT and the direction of the DOCUMENTATION MANUALS.

- a) LICENSEE agrees to use the LICENSED MARKS only in the form and manner and with appropriate legends as prescribed from time to time by UNIVERSITY, and not to use any other names, logos or marks in combination with the LICENSED MARKS without prior written approval of UNIVERSITY.
- b) LICENSEE agrees that the nature and quality of services rendered by LICENSEE in connection with the LICENSED MARKS, and the nature and quality of any goods offered on the Internet website hosted on the DOMAIN, shall conform to standards set by and be under the control of UNIVERSITY.
- c) The nature and quality of use of the LICENSED MARKS, and of the goods and services associated therewith, shall initially comport to the standards adhered to by UNIVERSITY upon the EFFECTIVE DATE of this AGREEMENT. Such standards may be changed from time to time by UNIVERSITY at its discretion.
- d) LICENSEE agrees to cooperate with UNIVERSITY in facilitating UNIVERSITY's control of such nature and quality of use of the LICENSED MARKS and of the related services and goods. LICENSEE will supply UNIVERSITY with specimens of use of the LICENSED MARKS upon request. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of services and/or goods covered by this AGREEMENT.
- e) All use of the LICENSED MARKS by LICENSEE at all times shall inure to the benefit of and be on behalf of UNIVERSITY. LICENSEE agrees that nothing in this AGREEMENT shall give LICENSEE any right, title, or interest in the LICENSED MARKS other than the right to use the LICENSED MARKS in accordance with this AGREEMENT.

2. Term of License.

2.1. Initial Term. The licenses granted in Section 1 shall be effective for a term of three (3) year(s) unless otherwise terminated pursuant to the terms hereof (the "LICENSE TERM").

2.2. Renewal. The PARTIES agree that this AGREEMENT shall automatically renew for an additional three (3) year period unless one PARTY provides written notice that it does not wish to renew within one (1) year and not less than six (6) months prior to the expiration of this AGREEMENT. UNIVERSITY shall have the right, in its sole discretion, whether or not to renew this AGREEMENT and may elect not to renew this AGREEMENT for any reason.

2.3. Rights Upon Termination. Immediately upon termination of this AGREEMENT, LICENSEE will cease use of the LICENSED PROPERTY and LICENSED MARKS and shall cease all use of the Internet website hosted on the DOMAIN and destroy all UNIVERSITY HTML code, graphics and other material relating thereto, including any and all confidential information of UNIVERSITY. Notwithstanding the foregoing, LICENSEE shall have the continuing right to use any content or data that LICENSEE generates pursuant to this AGREEMENT after termination of this AGREEMENT.

3. License Fees, Support Fees and Other Payments.

3.1. License Fees. In consideration of rights granted by UNIVERSITY to LICENSEE under this AGREEMENT, LICENSEE will pay UNIVERSITY the following:

a) **License Execution Payment.** LICENSEE shall pay to UNIVERSITY a nonrefundable license execution fee specified in the CUSTOMER ORDER due and payable as specified in the CUSTOMER ORDER (and if not otherwise specified, shall be due and payable within thirty (30) days of the EFFECTIVE DATE).

b) **Annual Maintenance Fee.** LICENSEE shall pay to UNIVERSITY a nonrefundable annual license maintenance fee specified in the CUSTOMER ORDER ("ANNUAL MAINTENANCE FEE"). This ANNUAL MAINTENANCE FEE shall be due on the anniversary of the EFFECTIVE DATE of each of the years specified in the CUSTOMER ORDER.

3.2. Support Service Fees. SUPPORT SERVICES provided outside of normal business hours on business days are subject to additional fees established by UNIVERSITY from time to time.

3.3. Travel Expenses. LICENSEE agrees to pay all travel and other expenses of UNIVERSITY related to the performance of SUPPORT SERVICES hereunder.

3.4. How Payments are Made. All payments to UNIVERSITY pursuant to this AGREEMENT shall be paid in U.S. dollars. Such payments shall be made payable to The Curators of the University of Missouri.

3.5. Payment Deadlines. Late payments shall be subject to an interest charge of five percent (5%) per month, or the maximum legal rate then in effect on the EFFECTIVE DATE. LICENSEE shall also be responsible for payment of all bank transfer charges.

3.6. No Taxes. Taxes and/or other governmental charges or fees shall not be levied on the payments made to UNIVERSITY. LICENSEE shall be responsible for any and all taxes, fees, levies, duties, or other charges imposed by the government of any country on such payments.

3.7. Default Payment. In the event of default in payment of any payment owing to UNIVERSITY under the terms of this AGREEMENT, and if it becomes necessary for UNIVERSITY to engage outside legal counsel to collect such payment, LICENSEE shall pay all expenses, costs and attorneys' fees incurred by UNIVERSITY in connection therewith. In addition to any remedies otherwise available to UNIVERSITY, UNIVERSITY shall have the right to suspend or terminate all SUPPORT SERVICES until all payments plus any late fee penalties set forth in Section 3.5 above are received by UNIVERSITY.

4. Geographic Area of License. LICENSEE shall have no right to enroll users of the SourceLink® Network established hereunder on the DOMAIN or use the LICENSED PROPERTY to recruit RESOURCE PARTNERS outside of the area in CUSTOMER ORDER

stated at "AREA OF SERVICE." Should LICENSEE and UNIVERSITY mutually desire to have LICENSEE obtain additional geographic rights, UNIVERSITY may, at its discretion, condition such addition upon, among other things: (1) the PARTIES amending this AGREEMENT in writing to reflect this additional geographic rights or (2) the PARTIES executing an additional license agreement in a form approved by UNIVERSITY. The license rights granted hereunder shall remain at all times non-exclusive, notwithstanding the grant of any additional geographic rights. "RESOURCE PARTNERS" shall mean organizations who provide business-building services and become network members.

5. Use of Documentation Manuals. UNIVERSITY will loan to LICENSEE during the term of this AGREEMENT an electronic copy of the DOCUMENTATION MANUALS listed on CUSTOMER ORDER as part of the LICENSED PROPERTY. LICENSEE agrees that the DOCUMENTATION MANUALS are for LICENSEE's sole use in establishing and maintaining a SourceLink® Network, and that LICENSEE shall not in any way reproduce any part of the DOCUMENTATION MANUALS without the express written permission of UNIVERSITY. No other use of the DOCUMENTATION MANUALS will be permitted without the express written consent of UNIVERSITY. Within thirty (30) days of the date of termination of this AGREEMENT, LICENSEE shall destroy or return all copies of DOCUMENTATION MANUALS to UNIVERSITY.

6. Use of Application Software. This AGREEMENT and the CUSTOMER ORDER call for LICENSEE to use APPLICATION SOFTWARE installed, operated and maintained by UNIVERSITY as described in the CUSTOMER ORDER. To do so, UNIVERSITY agrees to (a) install and operate the host portion of the APPLICATION SOFTWARE, together with necessary operating systems and utilities, in UNIVERSITY's host computer system, and (b) provide LICENSEE access to such APPLICATION SOFTWARE via Internet facilities.

6.1. Host Computer System

a) UNIVERSITY will provide all equipment, software and services necessary for operation and maintenance of its host computer systems. UNIVERSITY reserves the right to change the configuration of its systems and change or delete equipment or software at any time.

b) UNIVERSITY will also provide, in its sole discretion, bandwidth for web communication from LICENSEE and its web users. LICENSEE is responsible for separately obtaining an account with a service provider to obtain access to the World Wide Web for communicating to UNIVERSITY's server.

6.2. Application Software

- a) UNIVERSITY agrees to install, operate and maintain the APPLICATION SOFTWARE as described in the CUSTOMER ORDER.
- b) Access to and use of the APPLICATION SOFTWARE is subject to the use of a commercially available and updated Internet Web browser and the software requirements set forth in the CUSTOMER ORDER.
- c) The communications and network interoperability requirements for internet access are as described under "Software Requirements" in the CUSTOMER ORDER.
- d) All systems requirements and communications and network interoperability requirements are subject to change by UNIVERSITY in its sole discretion.
- e) Authorized User Access

(1) "AUTHORIZED USER" mean an employee of LICENSEE who is authorized by LICENSEE to use the APPLICATION SOFTWARE solely on behalf and for the benefit of LICENSEE and for whom a subscription to the APPLICATION SOFTWARE has been purchased and who has been supplied a user identification and password by LICENSEE (or, by UNIVERSITY at LICENSEE's written request) (collectively "USER ID").

(2) Except with the prior written consent of UNIVERSITY, access to the "backend" and "administrative end" of SiteConnex®, The Resource Navigator®, and SourceLink BasicSM, SourceLink ProSM, and/or SourceLink EnterpriseSM (formerly Biz-Trakker®) will be limited solely to AUTHORIZED USERS to provide a public database and/or listing of business and entrepreneurial resources in the AREA OF SERVICE.

(3) Except with the prior written consent of UNIVERSITY, access to SourceLink BasicSM, SourceLink ProSM, and/or SourceLink EnterpriseSM (formerly Biz-Trakker®) will be limited solely to AUTHORIZED USERS for LICENSEE's internal purposes.

(4) LICENSEE acknowledges and agrees that, as between LICENSEE and UNIVERSITY, LICENSEE is solely responsible and liable for, and UNIVERSITY hereby expressly disclaims all liability with respect to, all acts and omissions of any AUTHORIZED USER, including without limitation, the access and use of the APPLICATION SOFTWARE by any AUTHORIZED USERS and for such AUTHORIZED USER'S compliance with this AGREEMENT. LICENSEE shall be responsible for ensuring the security and confidentiality of all USER IDs. LICENSEE acknowledges that it will be fully and solely responsible for all liability incurred through use of any USER ID and that any use of the APPLICATION SOFTWARE under a USER ID will be deemed to have been performed by LICENSEE. LICENSEE shall notify UNIVERSITY immediately of any suspected theft, loss or fraudulent use of any USER ID.

(5) AUTHORIZED USER subscriptions are designated USER IDs for use during the term of this AGREEMENT and cannot be shared or used by more than one AUTHORIZED USER. It is the responsibility of LICENSEE to archive or remove USER ID accounts for AUTHORIZED USER's who have left the organization, and to add new USER ID accounts when staff need to be added.

If additional AUTHORIZED USERS need to be granted access beyond the number provided in the CUSTOMER ORDER, LICENSEE will contact UNIVERSITY. UNIVERSITY reserves the right to increase the payment amounts set forth in Exhibit A, Section II if the number of AUTHORIZED USERS exceeds the number set forth in the CUSTOMER ORDER.

6.3. Installation and Training

- a) Installation and training procedures are as described under “Support Services” in the CUSTOMER ORDER.
- b) LICENSEE will provide any and all necessary information and assistance to UNIVERSITY, including without limitation access to LICENSEE's facilities, hardware and equipment, as reasonably requested by UNIVERSITY in order to facilitate the performance of the installation and training services.
- c) LICENSEE agrees that UNIVERSITY's installation and training services do not include training and/or assistance with general computer operations, including but not limited to, basic operations of the computer, system software, application software not provided by UNIVERSITY, and/or peripheral equipment.
- d) Unless otherwise stated in the initial CUSTOMER ORDER, the deployment of the APPLICATION SOFTWARE for LICENSEE is in a standard format so special work is not expected of UNIVERSITY. If UNIVERSITY is requested to provide custom modifications, consulting, system integration or other services, the terms for such services shall be provided in an additional CUSTOMER ORDER.
- e) Software updates and upgrades will be furnished at the complete discretion of UNIVERSITY.
- f) UNIVERSITY is not responsible for any training on or support of UNIVERSITY's APPLICATION SOFTWARE that may be required as a result of LICENSEE changes to LICENSEE's computer and/or business operations subsequent to the initial installation and training originally provided by UNIVERSITY. As such, UNIVERSITY reserves the right to determine an appropriate fee for all such additional training and support provided under such circumstances.

6.4. Scope of Use

- a) The APPLICATION SOFTWARE may be used by LICENSEE and its authorized employees only for LICENSEE's internal business requirements, and for no other purpose. Notwithstanding the foregoing, for clarity, LICENSEE's RESOURCE PARTNERS shall have a right to post class events and related descriptive information using the APPLICATION SOFTWARE only if expressly provided for in the CUSTOMER ORDER.
- b) The APPLICATION SOFTWARE and other items or services provided hereunder may not be used by LICENSEE's subsidiaries and affiliates, except as expressly provided for in the CUSTOMER ORDER. LICENSEE may use parts of the DOCUMENTATION MANUALS as its own source for third party training of nonprofit RESOURCE PARTNERS, but may not reproduce or distribute the DOCUMENTATION MANUALS, in whole or in part, in the course of the training without express written permission from UNIVERSITY.
- c) LICENSEE may only use the APPLICATION SOFTWARE and the DOCUMENTATION MANUALS in the geographic area set forth in the CUSTOMER ORDER at “AREA OF SERVICE.”

6.5. Restrictions

- a) Except as expressly permitted herein, LICENSEE agrees not to sublicense, license, rent, sell, loan, give or otherwise distribute all or any part of the SourceLink® System or the LICENSED MARKS to any third party.
- b) LICENSEE agrees not to (1) post, transmit, or store anything that is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, abusive, offensive, libelous,

defamatory, slanderous, immoral, fraudulent, pornographic, indecent, obscene, fraudulent, discriminatory, infringing, hateful, harmful, spam, or that could encourage criminal or unethical behavior, (2) post, transmit, or store pyramid schemes or chain letters or conduct gambling, (3) post, transmit, or store anything that violates the copyright or intellectual property rights of any person or entity, (4) post, transmit, or store a virus, worm, time bomb, Trojan horse or any other harmful or malicious code, file, script, program, or component, (5) contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication, (6) violate its Internet privacy policy, (7) copy, distribute, reproduce, publish, license, create derivative works based on, transfer, rent lease, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any or a portion of the LICENSED PROPERTY, (8) post, transmit or store any social security, credit card, or banking information, and/or (9) remove, alter or obscure any proprietary notice or legend of UNIVERSITY, its suppliers or licensors upon any and all copies of the LICENSED PROPERTY except as expressly provided herein.. LICENSEE will immediately notify UNIVERSITY if LICENSEE becomes aware of any violation of the terms of this AGREEMENT, and UNIVERSITY may take remedial action in the event of such violation in its sole discretion, including but not be limited to suspension of the SUPPORT SERVICES provided hereunder or termination of this AGREEMENT.

6.6. Software Support

Software support is provided as a service in relation to the APPLICATION SOFTWARE as provided in applicable CUSTOMER ORDER at SUPPORT SERVICES.

7. Consulting Services. UNIVERSITY hereby agrees to provide the consulting and other services listed on CUSTOMER ORDER under SUPPORT SERVICES to LICENSEE upon the terms stated therein.

8. Website. If specified in CUSTOMER ORDER, UNIVERSITY shall provide to LICENSEE such website materials, including template for a regional website hosted on the DOMAIN ("LICENSEE's WEBSITE") and linked to and as a part of UNIVERSITY's SourceLink® Website template software, SiteConnex®. UNIVERSITY will consult with LICENSEE regarding the layout and design of the LICENSEE's WEBSITE, subject to additional fees at UNIVERSITY's standard time and materials rates. LICENSEE agrees to include and adhere to a reasonable privacy policy on LICENSEE's WEBSITE which is no less protective of user data than the privacy policy included on the SourceLink® website.

9. Presentation Approval. Before releasing the LICENSEE's WEBSITE to the public over the Internet, LICENSEE shall permit UNIVERSITY to preview (the "PRIVATE PRESENTATION") sample portions of the LICENSEE's WEBSITE. If, at the PRIVATE PRESENTATION at which UNIVERSITY shall choose its own access mode and means, the UNIVERSITY finds LICENSEE's WEBSITE unsatisfactory to UNIVERSITY, then this AGREEMENT may be terminated forthwith by UNIVERSITY without other or further obligations on the part of UNIVERSITY to LICENSEE. LICENSEE shall, in its display and performance of the LICENSED PROPERTY to the public over the Worldwide Web, shall maintain the same level of quality as that demonstrated at the PRIVATE PRESENTATION. UNIVERSITY may at any other time inspect LICENSEE's WEBSITE and investigate all products and services offered on LICENSEE's WEBSITE, including time spent updating and providing maintenance to LICENSEE's WEBSITE during which time the LICENSEE's

WEBSITE is offline, or in any other medium, to determine whether LICENSEE's products and services comport with the level of quality UNIVERSITY seeks to maintain with regard to the LICENSED PROPERTY. If at any time UNIVERSITY reasonably determines that LICENSEE's operations conflict with the level of quality UNIVERSITY seeks to maintain with regard to the LICENSED PROPERTY, UNIVERSITY may consider the defect in quality a material breach of this AGREEMENT.

10. Training. UNIVERSITY shall provide training to LICENSEE as listed on CUSTOMER ORDER at "Training."

11. Guidance and Operating Assistance. Although UNIVERSITY has no obligation to do so, it may advise LICENSEE from time to time of operating problems in its resource network. At LICENSEE's request, UNIVERSITY may, at its discretion, furnish guidance and operating assistance in connection with:

- a) Methods, standards, specification and operating procedures;
- b) Purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies; and
- c) Advertising and promotional programs.

The guidance and assistance may, in UNIVERSITY's sole discretion, be furnished in the form of references to the DOCUMENTATION MANUALS, bulletins, and other written materials, electronic computer messages, telephonic conversations and/or consultations. LICENSEE agrees that UNIVERSITY shall not be liable to LICENSEE or any other person, and waives all claims for liability or damages of any type (whether direct, indirect, incidental, consequential, or exemplary), on account of any guidance or operating assistance offered by UNIVERSITY in accordance with this paragraph 11. UNIVERSITY will make no separate charge for such operating assistance and guidance as it customarily provides to resource networks, provided, however, that UNIVERSITY may assess daily fees and charges for special assistance programs.

12. Data.

12.1. Data Storage. The APPLICATION SOFTWARE allows AUTHORIZED USERS to transmit, upload and store data, information and/or records ("LICENSEE DATA"). Although UNIVERSITY will use reasonable efforts to store any LICENSEE DATA obtained or provided under this AGREEMENT, UNIVERSITY assumes no responsibility for loss, damage or errors with respect to LICENSEE DATA. LICENSEE agrees that it is responsible for the establishment and maintenance of back-up plans and procedures to protect against the possibility or loss of LICENSEE DATA. UNIVERSITY shall have no liability for any loss of LICENSEE DATA, whether caused by UNIVERSITY, LICENSEE, or any third party service provider.

12.2. Use of Licensee Data. At all times, UNIVERSITY shall have a perpetual right to use, copy, reproduce, perform, display, modify and create derivative works in any LICENSEE DATA that is provided to the public using APPLICATION SOFTWARE. At all times, the UNIVERSITY reserves the right to anonymously aggregate the non-public LICENSEE DATA transmitted, collected, or stored by the APPLICATION SOFTWARE ("ANONYMIZED LICENSEE DATA"). UNIVERSITY shall have a perpetual right to use, copy, reproduce, perform, publish, modify, and create derivative works in any ANONYMIZED LICENSEE DATA created pursuant to this AGREEMENT. Only non-identifying information will be

collected and disclosed in respect to such non-public LICENSEE DATA unless otherwise required by applicable law.

13. Customer Order. The initial CUSTOMER ORDER contains: Part I (AREA OF SERVICE); Part II (LICENSEE FEE SCHEDULE); Part III (DOMAIN); Part IV (LICENSED MARKS); Part V (LICENSED PROPERTY, including APPLICATION SOFTWARE and DOCUMENTATION MANUALS); Part VI (SUPPORT SERVICES); Part VII (SOFTWARE REQUIREMENTS); Part VIII (LICENSEE DESIGNATED CONTACT); and Part IX (LICENSEE BILLING CONTACT). In addition to the initial CUSTOMER ORDER, the PARTIES may enter into one or more additional written CUSTOMER ORDERS, each of which provides a general description of the software and services to be provided to LICENSEE. Each additional CUSTOMER ORDER will be effective when signed or electronically authorized by LICENSEE and UNIVERSITY. All terms and conditions set forth in this AGREEMENT are automatically incorporated in, and deemed part of, each such CUSTOMER ORDER. Unless otherwise shown in the CUSTOMER ORDER, each CUSTOMER ORDER is intended to be a separate contract providing for separate software, services, and pricing information as identified therein.

14. Ownership of the Licensed Property and Licensed Marks. LICENSEE acknowledges and agrees that LICENSEE shall have no ownership or other such rights in or to the LICENSED PROPERTY or the LICENSED MARKS or any marks similar to or incorporating the LICENSED MARKS at any time. LICENSEE shall not register (i) the LICENSED PROPERTY or any derivation thereof, (ii) any marks similar to the LICENSED MARKS or incorporating the LICENSED MARKS therein, or (iii) any copyright or patent in any LICENSED PROPERTY or portion thereof. Nothing in this AGREEMENT shall be construed as transferring any ownership interest in the LICENSED PROPERTY or LICENSED MARKS from UNIVERSITY to LICENSEE, and UNIVERSITY retain all of its ownership rights in the same. LICENSEE agrees that it will do nothing inconsistent with such UNIVERSITY's ownership of the LICENSED PROPERTY and LICENSED MARKS.

15. Ownership of Concept Changes, Innovations, Improvements. If LICENSEE develops or suggests an innovation or improvement that UNIVERSITY decides, at its sole discretion, to implement or incorporate into the SourceLink® System (either temporarily or permanently), LICENSEE hereby assigns ownership of the innovation or improvement to UNIVERSITY without additional compensation and will execute any documents reasonably required by UNIVERSITY to effectuate the assignment thereof. The sole consideration for the assignment will be UNIVERSITY giving LICENSEE recognition and credit for the innovation or improvement in announcing it to members of the SourceLink® Network. Any modifications to UNIVERSITY's LICENSED PROPERTY made by LICENSEE, regardless of purpose, shall be owned by UNIVERSITY. LICENSEE hereby assigns ownership of such modifications to UNIVERSITY without compensation and will execute any documents reasonably required by UNIVERSITY to effectuate the assignment thereof. Any development work performed by UNIVERSITY hereunder shall not be deemed to be a "work made for hire" pursuant to applicable copyright laws and owned by UNIVERSITY.

16. Use of the Licensed Property. LICENSEE agrees that it shall not use the LICENSED PROPERTY or the LICENSED MARKS in any manner that, in UNIVERSITY's opinion, shall denigrate or decrease the value thereof. LICENSEE shall send UNIVERSITY examples of its use of the LICENSED PROPERTY and the LICENSED MARKS. UNIVERSITY shall have the

right to approve or disapprove of LICENSEE's use of the LICENSED PROPERTY and the LICENSED MARKS.

17. Infringement of Use. LICENSEE agrees that it shall promptly notify UNIVERSITY of any unauthorized use of the LICENSED PROPERTY or the LICENSED MARKS by third parties. UNIVERSITY shall have the sole right to bring infringement enforcement actions against such third parties.

18. Challenge to Copyrights or Licensed Marks. In the event that LICENSEE directly or indirectly: (a) issues a press release, public announcement, news release alleging invalidity, unenforceability, improper ownership, or improper authorship of the LICENSED MARKS or LICENSED PROPERTY or any intellectual property rights therein; or (b) asserts a claim or counterclaim in the courts or seeking to invalidate or render unenforceable any intellectual property associated with LICENSED MARKS or LICENSED PROPERTY, including on the basis of improper ownership or authorship; or (c) assists a third party with either or both (a) or (b) (each of (a), (b), or (c) being a "CHALLENGE EVENT"), then LICENSEE shall provide at least ninety (90) days written notice to UNIVERSITY prior to initiating such a CHALLENGE EVENT, along with a copy of any and all documents which form the basis for the CHALLENGE EVENT. Upon the occurrence of a CHALLENGE EVENT, UNIVERSITY shall have the right, but not the obligation, to terminate this AGREEMENT with respect to the LICENSEE by providing notice of the same. In the event that UNIVERSITY elects not to terminate this AGREEMENT, then all payments due by LICENSEE shall double. Moreover, should the outcome of any such action or proceeding be unsuccessful, then LICENSEE challenging such claim shall pay (1) triple all payments after the pendency of the aforementioned action and (2) UNIVERSITY's costs, expenses, and reasonable attorneys' fees incurred in such action. Any such judicial challenge by LICENSEE shall be brought in the courts of Missouri, and agree not to challenge personal jurisdiction in that forum. LICENSEE shall not be relieved from any payments that accrue before any decision rendering any intellectual property rights in the LICENSED MARKS or LICENSED PROPERTY invalid or unenforceable. LICENSEE shall have no right to recoup any such payments paid before or during the period of challenge.

19. Transfer of License. LICENSEE shall have no right, without obtaining prior written consent of UNIVERSITY, to sell, transfer or assign its rights in this AGREEMENT to any other person or entity. Such prohibition shall apply to any of LICENSEE's affiliates or subsidiaries. Any purported sale, transfer or assignment without UNIVERSITY's prior written consent shall be void ab initio, and the licenses granted in Section 1 shall immediately terminate. For purposes of this Section 19, "transfer" shall include any transfer by operation of law or otherwise.

20. Confidentiality. Except as expressly provided herein, LICENSEE agrees to maintain the LICENSED PROPERTY and any other information provided to LICENSEE in connection with this AGREEMENT (collectively, "Confidential Information") in confidence and to not use or disclose to others the Confidential Information absent an express written agreement approved by the UNIVERSITY. Neither LICENSEE nor any employees or associates of LICENSEE will, except as UNIVERSITY may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon, or publish the LICENSED PROPERTY or any other proprietary information of UNIVERSITY or Confidential Information, or authorize anyone else to do these things at any time either during or subsequent to the term of this AGREEMENT. Should any time period associated with this clause be found to be invalid or unenforceable, this clause shall be considered to be amended to run for the longest time period found to be enforceable.

21. Non-Compete. LICENSEE acknowledges that UNIVERSITY will provide LICENSEE with confidential and proprietary information owned by UNIVERSITY. LICENSEE recognizes that such confidential and proprietary information could thereafter easily be used by LICENSEE or others to compete with UNIVERSITY to UNIVERSITY's detriment. LICENSEE therefore agrees that it will hold all information given by UNIVERSITY to LICENSEE in strict confidence and will not disclose any such information to any other person or entity. LICENSEE also therefore agrees that, during the term of this AGREEMENT and for a period of five (5) years following the termination of this AGREEMENT for any reason, LICENSEE will not own, operate, become employed by, or assist in the ownership or operation of a SourceLink® Network (except during the term of this AGREEMENT pursuant to the terms hereof), any business or enterprise similar to the SourceLink® Network, or any business or enterprise utilizing the confidential and proprietary information given to LICENSEE by UNIVERSITY. Should this AGREEMENT terminate, or LICENSEE not renew by reason other than LICENSEE's default hereunder, the term of the non-compete clause immediately above shall be limited to a period of three (3) years following termination of this AGREEMENT. LICENSEE expressly agrees that UNIVERSITY may enforce the provisions of this Section 21 by specific performance.

22. Sale of Assets. If LICENSEE is merged, consolidated or sold, or if LICENSEE sells or transfers all or substantially all of its assets relating to the use of the Software, LICENSEE shall have the right to transfer its rights and obligations under this AGREEMENT to the surviving or buying entity, provided that LICENSEE shall not be relieved of its obligations hereunder, the successor must assume the terms and conditions of this AGREEMENT in a manner acceptable to UNIVERSITY, and the scope of the use of the Software may not be substantially altered.

23. Events of Default. The following shall each be an event of default of LICENSEE hereunder:

23.1. Non-Payment. The failure of LICENSEE to make any payment required hereunder to UNIVERSITY within ten (10) days of the date when due.

23.2. Number of Issues. The failure of LICENSEE to establish and maintain the website located on the DOMAIN, the resource network, etc.

23.3. Failure to Exhibit Diligence. The failure of LICENSEE to establish and maintain website or resource network. Expected regular activities include, but are not limited to: calendar of event entries current and number of activities consistent with the number of resources and population of the service area; resource entries reviewed on a regular basis and contact information and service delivery accurate and current; activities that support outreach to the community through social media be apparent on a monthly basis. Moreover, activities and outreach that support the networking and collaboration of resource partners toward the result of a better connected, cohesive and coordinated entrepreneurial ecosystem will occur at a minimum twice per calendar year. These activities may include, but are not limited to, partner meetings which bring together leaders of entrepreneurial support organizations; collaborations to fund efforts to increase support for business growth; and efforts to fill perceived gaps in entrepreneurial services.

23.4. Unauthorized Use of the LICENSED PROPERTY. The unauthorized use of the LICENSED PROPERTY by LICENSEE, or any purported transfer of the LICENSED PROPERTY to any third person by LICENSEE.

23.5. Transfer of License. Any purported sale, assignment or transfer of the License by LICENSEE without the prior written consent of UNIVERSITY in each instance is prohibited.

23.6. Other Default. LICENSEE's violation of any other term or condition contained in this AGREEMENT that, if capable of being cured, is not cured within thirty (30) days after written notice of default from UNIVERSITY.

24. Remedies. Upon any event of default by LICENSEE, UNIVERSITY may, in addition to all other remedies of UNIVERSITY at law or in equity, terminate the LICENSES and this AGREEMENT.

25. No Financial Representation. UNIVERSITY makes no representation or warranty whatsoever that LICENSEE will achieve any benefits, business growth or development, profits, success, or level of business by use of the LICENSED PROPERTY or establishment and maintenance of the SourceLink® Network.

26. LIMITATION OF LIABILITY AND DAMAGES. LICENSEE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO, OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST UNIVERSITY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, CURATORS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), AND LICENSEE AGREES THAT IN NO EVENT SHALL THE AMOUNT OF DAMAGES PAYABLE BY UNIVERSITY EXCEED THE AMOUNT OF FEES PAYABLE HEREUNDER FOR A GIVEN YEAR. IF ANY OTHER TERM OF THE AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISION OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SHALL CONTINUE IN FULL FORCE AND EFFECT.

27. DISCLAIMER OF WARRANTIES. USE OF ANY PART OF THE SOURCELINK® SYSTEM, THE LICENSED MARKS, THE LICENSED PROPERTY, THE SUPPORT SERVICES, AND ANY OTHER PRODUCTS, INFORMATION OR SERVICES PROVIDED HEREUNDER IS PROVIDED "AS IS, WHERE IS", AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR THAT THE EXERCISE OF THE RIGHTS GRANTED HEREIN TO LICENSEE WILL NOT INFRINGE OR MISAPPROPRIATE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR DAMAGES TO LICENSEE FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SUPPORT SERVICES PROVIDED HEREUNDER FOR DAMAGES OF ANY KIND. LICENSEE'S SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY OR ERROR SHALL BE TO REQUEST THAT UNIVERSITY CORRECT THE

MATTER OR, IF UNIVERSITY FAILS TO DO SO, TO DISCONTINUE USE OF THE SUPPORT SERVICE AT LICENSEE'S OPTION.

28. Essential Basis of the Bargain. The provisions of Section 26 and 27 form an essential basis of the bargain between the PARTIES, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this AGREEMENT, including, without limitation, the economic terms.

29. Release. No member, individually or collectively, of the Board of Curators, nor employee or officer of the UNIVERSITY, incurs or assumes any individual or personal liability by the execution of this contract or by reason of default of the UNIVERSITY in the performance of any of the terms hereof. All such liability of members of the Board of Curators, or employees or officers of the UNIVERSITY, as such, is hereby released by LICENSEE as a condition and in consideration of the execution of this contract.

30. Notices. All written notices permitted or required to be delivered by the provisions of this AGREEMENT shall be deemed so delivered at the time delivered by hand, one (1) business day after sending by facsimile or comparable electronic system or three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the PARTY to be notified at the address above in the first paragraph. Any PARTY may change its address by a notice complying with this Section.

All payments required by this AGREEMENT must be directed to UNIVERSITY at the address above, or such other address as UNIVERSITY directs. Any required payment not actually received by UNIVERSITY during regular business hours on the date due or properly placed in the U.S. mail and postmarked by postal authorities at least three (3) business days before the date due is deemed delinquent.

31. LICENSEE Designated Contact. LICENSEE shall appoint a contact within LICENSEE's organization as designated in the applicable CUSTOMER ORDER to serve as primary contact between LICENSEE and UNIVERSITY and to receive basic support services from UNIVERSITY ("DESIGNATED CONTACT"). LICENSEE's support inquiries will be initiated exclusively through the DESIGNATED CONTACT, and UNIVERSITY shall have no obligation to respond to any inquiries otherwise initiated.

32. LICENSEE Billing Contact. LICENSEE shall appoint a contact within LICENSEE's organization as designated in the applicable CUSTOMER ORDER to serve as primary contact between LICENSEE and UNIVERSITY for all billing, invoicing, and payment matters.

33. Binding Effect. This AGREEMENT shall be binding upon the PARTIES hereto, and their respective successors and assigns, without any implication that any assignment of the License or this AGREEMENT by LICENSEE shall be permitted.

34. Relationship of the Parties. The PARTIES hereto agree that the relationship of the PARTIES is purely as UNIVERSITY and licensee. No PARTY is authorized to act as the agent of the other. The relationship created by this AGREEMENT is not a franchise, and each PARTY shall be estopped from asserting it as such. This AGREEMENT does not create any joint venture, franchise, general partnership, or any other business relationship.

35. University Name. LICENSEE agrees not to identify UNIVERSITY in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof or to use the name of any UNIVERSITY faculty member, employee, or student or any

trademark, service mark, trade name, or symbol of UNIVERSITY, without UNIVERSITY'S prior written consent.

36. Press. UNIVERSITY may disclose the existence of this AGREEMENT and non-confidential information regarding the status of LICENSEE's use of the LICENSED PROPERTY in a press release, on-line, or otherwise, and on the UNIVERSITY's website.

37. Severability. If any sentence, paragraph, clause or combination of the same is found by a court of competent jurisdiction to be in violation of any applicable law or regulation, or is unenforceable or void for any reason whatsoever, such sentence, paragraph, clause or combinations of the same shall be severed from the AGREEMENT and the remainder of the AGREEMENT shall remain binding upon the PARTIES.

38. Choice of Law and Venue. This AGREEMENT shall be construed, interpreted, and applied in accordance with the laws of the State of Missouri. Any action to enforce the provisions of the AGREEMENT shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. LICENSEE irrevocably submits to the jurisdiction of such courts in any such action or proceeding. LICENSEE further irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in any court that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

39. Sovereign Immunity. The PARTIES agree that nothing in this AGREEMENT is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to UNIVERSITY under governmental or sovereign immunity laws from time to time applicable to UNIVERSITY.

40. Indemnification. During the LICENSE TERM and thereafter, LICENSEE shall at all times defend, indemnify and hold UNIVERSITY, its current and former agents, employees, and Curators harmless from and against any claim, proceeding, suit, demand, expense, loss, penalty, judgment, or liability of any kind whatsoever, including costs, expenses and reasonable attorneys' fees, resulting from, related to, arising out of, or in connection with (i) the LICENSEE DATA and/or (ii) LICENSEE's or any AUTHORIZED USER's use of the LICENSED PROPERTY and the results obtained therefrom, and/or (iii) the exercise of any LICENSEE's rights under this AGREEMENT.

41. Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

42. Headings. The headings contained herein are for purposes of convenience of reference only, do not form a part of this AGREEMENT, and shall not be used to construe or interpret any part of this AGREEMENT.

43. Entire Agreement. This AGREEMENT contains the entire agreement between the PARTIES hereto regarding the subject matter of this AGREEMENT, and supersedes all prior oral and written statements, representations, warranties, covenants and other agreements made by the PARTIES. This AGREEMENT may only be amended pursuant to a written amendment executed by the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have executed this agreement and/or authorized same to be executed by their duly authorized representatives as of the EFFECTIVE DATE.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

UNIVERSITY OF NORTH TEXAS HEALTH
SCIENCE CENTER

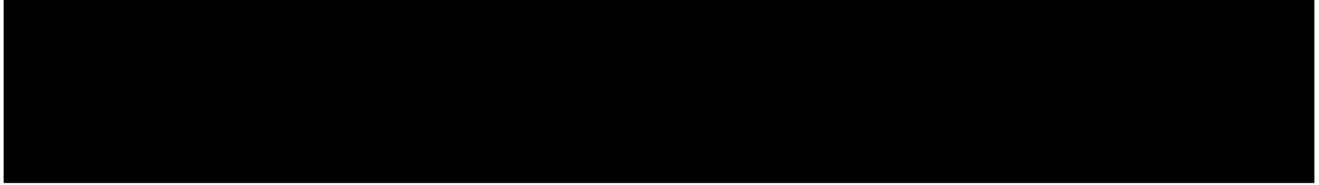


Exhibit A: CUSTOMER ORDER

I. AREA OF SERVICE

LICENSEE may recruit resources partners and present information on those organizations who provide services to entrepreneurs and small business owners within the metropolitan statistical area (as defined by the U.S. Census Bureau) of: Fort Worth, Texas (“AREA OF SERVICE”).

II. LICENSE FEE SCHEDULE

A. License Execution Fee

- \$55,000, due 30 days from the EFFECTIVE DATE

B. Annual License Maintenance Fees

- The ANNUAL MAINTENANCE FEE shall be:
 - a. In 2020: \$14,000;
 - b. In 2021: \$14,000; and
 - c. In 2022, and in each year thereafter during the term of this AGREEMENT: \$14,000.

Please Note: Travel related expenses are in addition to the above in an annual amount not to exceed \$5,000. Estimated travel expenses to be approved beforehand by DESIGNATED CONTACT, and will be invoiced after travel occurs.

III. DOMAIN

LICENSEE shall engage in commercially reasonable efforts to select the DOMAIN and shall promptly notify UNIVERSITY upon selection of the DOMAIN. LICENSEE shall select the DOMAIN no later than February 1, 2019.

IV. LICENSED MARKS

The following common law and registered trademarks and service marks (including any marks similar to the marks listed below or other marks incorporating the marks listed below):

- Biz-Trakker® (Reg. No. 5,091,312)
- The Resource Navigator® (Reg. No. 5,100,490)
- SourceLink® (Reg. No. 5,091,310)
- SiteConnex® (Reg. No. 5,091,311)
- SourceLink BasicSM, SourceLink ProSM, SourceLink EnterpriseSM
- Webplate Now!SM
- U.S.SourceLinkSM

(collectively the “LICENSED MARKS”).

V. LICENSED PROPERTY

A. APPLICATION SOFTWARE

1. SourceLink ProSM

- Description of Software: An internet based CRM/client management software. Tracks client interactions, referrals and event participation. Provides surveying of clients and impact reporting through reports.
- Size or volume of use limitations: unlimited client records.
- Subject to copyright, including:
 - Copyright Reg. TXu001233943 (2005)
 - Copyright Reg. TX0007237313 (2010)
- Number of AUTHORIZED USERS: (3)

2. The Resource Navigator®

- Description of Software: A customizable search engine. It provides a systematic way to identify and organize business resources into a comprehensive database searchable by anyone with access to the internet
- Size or volume of use limitations: unlimited resource partner profiles in the AREA OF SERVICE.
- Subject to copyright, including:
 - Copyright Reg. TXu001292520 (2006)
 - Copyright Reg. TX0007237300 (2010)
- Number of AUTHORIZED USERS: (3)

3. SiteConnex® (formerly Webplate Now!®)

- Description of Software: an online template and content management system that enables communities to access information online, designed to connect a local business community to resources. SiteConnex® provides a calendar for resource organizations' events, a blog engine, and The Resource Navigator® integration.
- Size or volume of use limitations: unlimited resource partner IDs.
- SiteConnex® is powered by and optimized for Progress® Sitefinity™ Web Content Management System developed and owned by Telerik AD.
- Subject to copyright
- Number of AUTHORIZED USERS:(3)

B. DOCUMENTATION MANUALS*

1. SourceLink® Getting Started Guide
2. Recruiting and Retaining resource partners
3. Navigating the Network
4. Getting the Word Out About SourceLink®

*All subject to copyright

(where Section V.A and V.B are collectively the LICENSED PROPERTY”).

VI. SUPPORT SERVICES

A. Installation and Training:

- Implementation will typically commence thirty (30) days after this signed agreement has been received by both UNIVERSITY and LICENSEE.

- Up to 40 total training hours the first year on SourceLink ProSM, Resource Navigator[®] and SiteConnex[®] provided via phone and/or webinar
- Additional charges apply after the 40 hours for the first year and eight hours annually included each year after, at the rate set forth in Section VI.D

B. Consulting Services:

- Up to 120 hours consulting on program development the first year, ten hours annually included each year after
- Additional charges apply after 120 hours the first year, and ten hours annually included each year after, at the rate set forth in Section VI.D

C. Support Terms:

- Ongoing unlimited technical support as needed via email to help@joinsourcelink.com, Monday through Friday, 8:30 am to 5:00 pm Central
- Unlimited access to 24/7 online help documentation

D. Additional Services:

- Customization and additional services beyond that specified in Section VI.A to VI.C shall be billed at \$150 per hour.

E. Included Hosting and Technology Maintenance:

- SourceLink ProSM
- The Resource Navigator[®]
- SiteConnex[®]

VII. SOFTWARE REQUIREMENTS

- 1) An internet connection, and
- 2) Current version of Google Chrome

VIII. LICENSEE DESIGNATED CONTACT

Name: Darlene McMillan

Email: Darlene.mcmillin@unthsc.edu

Phone: 682-267-0932

Address: 3500 Camp Bowie Blvd

City: Fort Worth

State/Zip: Texas, 76107

IX. LICENSEE BILLING CONTACT

Name: Business Support Services

Email: _invoices@untsystem.edu

Phone: 940.369.5500

Address: 1112 Dallas Drive

City: Denton

State/Zip: Texas 76205

HSC Contract #2019-0238

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas Health Science Center at Fort Worth ("University") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University's purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph

within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

VENDOR

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**

Date: 7/7/2019

Date: 2/4/2019

HSC Contract 2019-0238

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.