

TreMonti Consulting LLC 1120 South Freeway, Suite 208 Fort Worth, TX 76104

Tel: (817) 335-6003 Fax: 703-852-4350 www.tremonticonsulting.com

September 1, 2021

Robert McClain, Ph.D. Associate Vice President for Research & Innovation University of North Texas Health Sciences Center 3500 Camp Bowie Blvd Fort Worth, TX 76107

Dear Dr. McClain:

Pursuant to our discussions, this letter of commitment serves to renew the original engagement letter previously executed 9/9/2020. This agreement extends the period of performance through August 31, 2022, under the same provisions and terms as outlined in that agreement.

Very truly yours,





Date: 9/8/2021



TreMonti Consulting LLC 1120 South Freeway, Suite 208 Fort Worth, TX 76104

Tel: (817) 335-6003 www.tremonticonsulting.com

August 20, 2020



TreMonti Consulting, LLC ("TreMonti") is pleased to propose technology commercialization assistance services to University of North Texas Health Science Center ("UNTHSC"). It is our understanding that the objective of this engagement is to assist UNTHSC in their technology transfer activities. No other use is intended or should be inferred.

#### SCOPE OF THE ENGAGEMENT

The scope of this engagement is detailed in the attached proposal, submitted in response to Request for Proposals Number RFP763-20-144589-TL IP Commercialization. Also attached, is a copy of Notice of Award to TreMonti.

# **FEES AND EXPENSES**

Our fee estimate for the engagement represents our estimate of the time required to complete the assignment and the standard hourly rates of the professional staff involved.

Our fees for this engagement are \$65,000.00. This would be billed in monthly installments of \$5,416.00 or quarterly installments of \$16,250.

#### CONCLUSION

Thank you for this opportunity to be of service. We trust that our services will provide an effective means to meet your technology commercialization needs and we look forward to working with you.

The attached standard terms and conditions are incorporated as part of this proposal. Please be assured that we understand the sensitive nature of this engagement and our responsibility. Accordingly, all information gathered, developed and otherwise made known to our firm shall be held in the strictest confidence.

If you have any questions concerning this proposal or our assignment, please call Heidjer Staecker at (817) 335-6003.

If this proposal is acceptable, we ask that you return a signed copy to us, and retain a copy for your files.

Page 2 Robert McClain, Ph.D University of North Texas Health Science Center

Very truly yours,



Accepted by: University of North Texas Health Science Center



Date: 9/9/2020

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### **General Business Terms and Conditions**

#### 1. Services.

- a) It is understood and agreed that TreMonti's services hereunder may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, University of North Texas Health Sciences Center(the "University"). In connection with TreMonti's services hereunder, TreMonti shall be entitled to rely on all decisions and approvals of the University.
- b) The University acknowledges that draft or tentative reports, findings, conclusions or advice that are provided to the University, whether written or oral, may be subject to further revision by TreMonti.
- c) The University shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions; (ii) designating a competent management member to oversee TreMonti services hereunder on behalf of the University; (iii) evaluating on behalf of the University the adequacy and results of such services; (iv) accepting responsibility for the results of such services; and (v) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.
- 2. Payment of Invoices. Properly submitted invoices upon which payment is not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (i) 0% per month. Without limiting its rights or remedies, TreMonti shall have the right to halt or terminate its services entirely if payment is not received within thirty (30) days of the invoice date.
- 3. Term. Unless terminated sooner in accordance with its terms, this Engagement shall terminate on the completion of TreMonti's services hereunder. This Engagement may be terminated by the University or TreMonti at any time on the delivery of written notice of termination to the other. On the termination of this Engagement, The University will compensate TreMonti under the terms of the engagement letter to which these terms are attached (the "Engagement Letter") for services performed and expenses incurred through the effective date of termination.

#### 4. TreMonti Technology, Property and Working Papers.

- a) <u>TreMonti Technology</u>. TreMonti has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; generalized features of the structure, sequence and organization of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "TreMonti Technology").
- b) <u>License of TreMonti Technology</u>. To the extent that any TreMonti Technology is contained in any of the deliverables, TreMonti hereby grants the University, upon full and final payment to TreMonti hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such TreMonti Technology in connection with such deliverables.
- c) <u>TreMonti Property</u>. To the extent that TreMonti utilizes any of its property (including, without limitation, the TreMonti Technology or any hardware or software of TreMonti) in connection with the performance of services hereunder, TreMonti shall retain its ownership interest in such property and, except for the license expressly granted in the preceding sub-paragraph, the University shall not acquire any right or interest in such property.
- d) <u>Working Papers and Other Materials.</u> The working papers and other materials created by TreMonti during this Engagement are the property of TreMonti. The University understands that TreMonti does not retain working papers indefinitely.

### 5. Indemnification; Limitation on Damages and Actions

- a) The University agrees that TreMonti and its personnel shall not be liable to the University for any claims, liabilities, or expenses relating to this Engagement for an aggregate amount in excess of the fees paid by the University to TreMonti pursuant to this Engagement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of TreMonti. In no event shall TreMonti or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Engagement. The foregoing notwithstanding, nothing in this Agreement shall preclude an action for contribution from TreMonti should University be subject to a third party suit which has been judicially determined to be directly related to TreMonti's negligence or intentional misconduct.
- b) In circumstances where all or any portion of the foregoing provisions of this Paragraph are finally judicially determined to be unavailable, TreMonti's aggregate liability for any claims, liabilities, or expenses relating to this Engagement shall not exceed an amount which is proportional to the relative fault that TreMonti's conduct bears to all other conduct giving rise to such claims, liabilities, or expenses.
- c) No action relating to this Engagement may be brought by any party more than one year after the cause of action has accrued, except for an action for non-payment. The foregoing notwithstanding, nothing in this Agreement shall reduce University's right to seek an action for contribution to a period shorter than the statute of limitations in any underlying third party claim.
- d) The provisions of this Paragraph shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.
- 6. Cooperation. The University shall cooperate with TreMonti in the performance by TreMonti of its services hereunder, including, without limitation, providing TreMonti with reasonable facilities and timely access to data, information and personnel of the University. The University shall be responsible for the performance of its respective personnel and agents. TreMonti's performance of the services hereunder is dependent upon the University providing TreMonti with such information and assistance as TreMonti may reasonably require from time to time. The University shall be responsible for ensuring that all information TreMonti may reasonably require is provided on a timely basis and is accurate and complete.

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Robert McClain, Ph.D
University of North Texas Health Science Center

- 7. Force Majeure. TreMonti shall not be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the University (including, without limitation, entities or individuals under its control, or any of its officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, the death, disability, severance of association or similar event with respect to any of TreMonti's personnel (whether or not identified in the Engagement Letter), fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 8. Independent Contractor. It is understood and agreed that, with respect to the relationship between TreMonti, on the one hand, and the University, on the other hand, (i) each of the parties hereto is an independent contractor, (ii) none of the parties is, nor shall be considered to be, an agent, distributor, partner, fiduciary or representative of the other, and (iii) none of the parties shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- **9.** Confidentiality. To the extent that, in connection with this Engagement, TreMonti comes into possession of any proprietary or confidential information of the University, TreMonti will not disclose such information to any third party without the University's consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by TreMonti in breach hereof, (ii) is disclosed by or on behalf of the University to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to TreMonti on a nonconfidential basis from a source other than the University which TreMonti believes is not prohibited from disclosing such information to TreMonti by obligation to the University, (iv) is known by TreMonti prior to its receipt from or on behalf of the University without any obligation of confidentiality with respect thereto, or (v) is developed by TreMonti independently of any disclosures made by or on behalf of the University to TreMonti of such information.

#### Reserved.

- 11. Survival and Interpretation. The agreements and undertakings of the University contained in the Engagement Letter, together with the provisions of these terms, shall survive the expiration or termination of this Engagement. In the event of any conflict, ambiguity, or inconsistency between these terms and the Engagement Letter, these terms shall govern and control. For purposes of these terms, "TreMonti" shall mean TreMonti Consulting LLC and its subsidiaries; to the extent providing services under the Engagement Letter, the affiliates of TreMonti Consulting, LLC; all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee. The paragraph headings contained in these terms and the Engagement Letter are for convenience of reference only and shall not affect the meaning or interpretation of these terms or the Engagement Letter.
- **12. Assignment.** Except as provided below, none of the parties may assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this Engagement) without the prior written consent of the other parties. TreMonti may, without the consent of the University, assign or subcontract its rights and obligations hereunder to (a) any affiliate or related entity or (b) any entity that acquires all or a substantial part of the assets or business of TreMonti.
- 13. Waiver of Jury Trial. TreMonti AND THE COMPANY HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS ENGAGEMENT.
- 14. Entire Agreement, Amendment and Notices. These terms and the Engagement Letter, including exhibits, constitute the entire agreement between TreMonti and the University with respect to this Engagement, supersedes all other oral and written representations, understandings or agreements relating to this Engagement, and may not be amended except by written agreement signed by the parties. All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of TreMonti and the University at the respective addresses first set forth above unless changed by any party by notice to the other parties, and (iii) effective upon receipt.

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#### STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas Health Sciences Center\, the University of North Texas Health Sciences Center and the University of North Texas Health Sciences Center (collectively, "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. In accordance with Chapter 2251 of the Texas Government Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to University; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. 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. Invoices and any required supporting documents must be presented to: University of North Texas Health Sciences Center – 3500 Camp Bowie Blvd Fort Worth, TX 76107.

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.

<u>Tax Exempt</u>. 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 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 the parties to attempt to resolve any claim for breach of contract against UNTHSC 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. 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 this 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.

<u>Travel Expenses</u>. 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.

**<u>Delivery</u>**. Delivery shall be FOB Destination.

<u>Public Information</u>. 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.

<u>Insurance</u>. 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 insurance obligations of University under the Agreement.

<u>Limitations</u>. 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 not be binding on University, except to the extent not prohibited by the Constitution and the laws of the State of Texas.



Date: 9/9/2020



9/9/2020 Date:



# **Certificate Of Completion**

Envelope Id: D5E6864225E74DA3BC5EED9989D57C4D

Subject: Please DocuSign: 2020-0978 Req 144589 TreMonti

Source Envelope:

Document Pages: 5 Signatures: 3 Initials: 0 Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

**Envelope Originator:** 

**Contract Administration** Office of Contract Administration

3500 Camp Bowie Boulevard Forth Worth, TX 76107 contractadmin@unthsc.edu IP Address: 129.120.99.120

# **Record Tracking**

Status: Original

9/9/2020 12:50:45 PM

Holder: Contract Administration

contractadmin@unthsc.edu

Location: DocuSign

#### Signer Events

Carolyn Cross

carolyn.cross@unthsc.edu

**Director of Contract Administration** 

University of North Texas Health Science Center

Security Level: Email, Account Authentication

(None)

### Signature

**Timestamp** 

Sent: 9/9/2020 12:55:45 PM Viewed: 9/9/2020 1:30:02 PM Signed: 9/9/2020 1:30:19 PM

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Heidjer Staecker

hstaecker@tremonticonsulting.com

Security Level: Email, Account Authentication

(None)

Signature Adoption: Drawn on Device Using IP Address: 70.124.163.151

Signature Adoption: Pre-selected Style

Using IP Address: 129.120.97.129

Sent: 9/9/2020 1:30:20 PM Viewed: 9/9/2020 1:51:28 PM Signed: 9/9/2020 1:51:44 PM

# **Electronic Record and Signature Disclosure:**

Accepted: 9/9/2020 1:51:28 PM

ID: bed3b3db-0843-46fb-8e81-931ce1439e84

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

COPIED

Jill Roys

jill.roys@untsystem.edu

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** 

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Sent: 9/9/2020 1:51:45 PM

**Carbon Copy Events Status Timestamp** Melissa Clayton Sent: 9/9/2020 1:51:45 PM COPIED melissa.clayton@untsystem.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign michelle mccauley Sent: 9/9/2020 1:51:45 PM COPIED michelle.mccauley@untsystem.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Darlene McMillin Sent: 9/9/2020 1:51:46 PM COPIED darlene.mcmillin@unthsc.edu Research Development & Commercialization University of North Texas Health Science Center

Security Level: Email, Account Authentication

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**Electronic Record and Signature Disclosure:** 

(None)

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	9/9/2020 1:51:46 PM	
Certified Delivered	Security Checked	9/9/2020 1:51:46 PM	
Signing Complete	Security Checked	9/9/2020 1:51:46 PM	
Completed	Security Checked	9/9/2020 1:51:46 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, University of North Texas Health Science Center (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

# Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

# How to contact University of North Texas Health Science Center:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contractadmin@unthsc.edu

# To advise University of North Texas Health Science Center of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at contractadmin@unthsc.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

# To request paper copies from University of North Texas Health Science Center

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to contractadmin@unthsc.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of North Texas Health Science Center To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to contractadmin@unthsc.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	· · · · · · · · · · · · · · · · · · ·
	Server must enable HTTP 1.1 settings via
	proxy connection

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

# Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify University of North Texas Health Science Center as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by University of North Texas Health Science Center during the course of my relationship with you.