



## Amendment to Virtual Reality Design Quote/SOW

UNTCH “DNA extraction” Virtual reality Immersive training pilot program.

### CLIENT CONTACT

Center for Human Identification  
 University of North Texas Health  
 Science Center at Fort Worth  
 3500 Camp Bowie Blvd, CBH-  
 249  
 Fort Worth, TX 76107

### I3D REPRESENTATIVE



### DATE

October 6, 2021

Project Details – Enhancement and additional scope to Human Trafficking and DNA Extraction Virtual Reality Modules.

### Additional PROJECT Scope requirements

#### Virtual Reality Pilot Program

##### DNA Modules

1. Implement the Spanish versions of dialogue entries & voiceovers for the VR/Immersive Training DNA extraction (Protocol Modules one-three).
2. Hire Spanish Bilingual consultant to proofread and edit English and Spanish versions to be translated correctly with proper Grammar.
3. Continuation of high level “bug fixes/maintenance, enhancements for Modules 1, 2 & 3.
4. Verify that updated protocols have 'logic-wise' enhancements for smooth game play.
5. Provide instruction on Installation and setup of Training module in Spanish Translation.
6. Reworking of in-game movement system so that it compliments gameplay and does not detract/ inhibit task completion.
7. Promotional Teaser Trailer showcasing the DNA modules in a creative high level marketing video.
  - To include intro and outro logo
  - Music and Voice over (if voice is needed)
  - Hi-output HD resolution for computer and television
  - Smooth creative camera scenes, showcasing the Learning Process and ease of use.
8. Full self-contained standalone PC version of the DNA modules Game. (No Oculus req'd) Higher-end graphics and immersion than Oculus standalone.

### DELIVERABLES

VR program for Oculus Quest standalone, Oculus (plugged into PC version) and PC Version for DNA extraction and Human Trafficking modules

- Promotional teaser video showcasing DNA and Human Trafficking modules



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9. Full Version of the Oculus rift that can be plugged into a PC for game play (Higher end graphics and immersion than standalone Oculus)

### Human Trafficking Module

1. Completion of Final phase of expanded Human Trafficking VR module (separate line item for billing)
2. Implement the Spanish versions of dialogue using "CLOSED CAPTION ON SCREEN"
3. Hire Spanish Bilingual consultant to proofread and edit English and Spanish versions to be translated correctly with proper Grammar.
4. Continuation of high level "bug fixes/maintenance, enhancements
5. Verify that updated protocols have 'logic-wise' enhancements for smooth game play.
6. Provide instruction on Installation and setup of Training module in Spanish Translation.
7. Reworking of in-game movement system so that it compliments gameplay and does not detract/ inhibit task completion.
8. Promotional Teaser Trailer showcasing the Human Trafficking module in a creative high level marketing video.
  - To include intro and outro logo
  - Music and Voice over (if voice is needed)
  - Hi-output HD resolution for computer and television
  - Smooth creative camera scenes, showcasing the Learning Process and ease of use.
10. Full self-contained standalone PC version Of the Human Trafficking Game. (No Oculus req'd) Higher-end graphics and immersion than Oculus standalone.
9. Full Version of the Oculus rift that can be plugged into a PC for game play (Higher end graphics and immersion than standalone Oculus)

### **PROJECT Timeline:**

4-6 months

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INDUSTRIAL3D COMPANY  
address 401 south Boston ave. ste 105 phone 855.895.7680  
website [www.industrial3d.com](http://www.industrial3d.com) email [beau@industrial3d.com](mailto:beau@industrial3d.com)

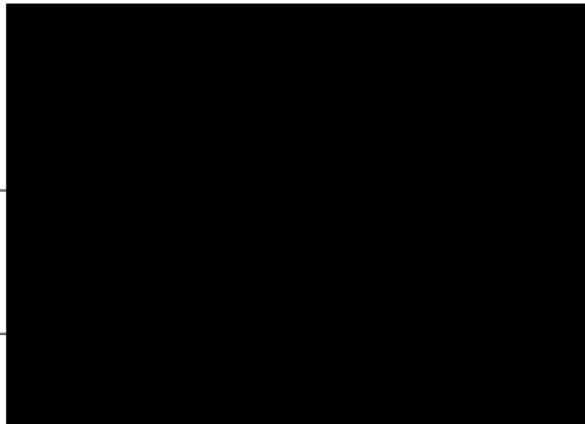
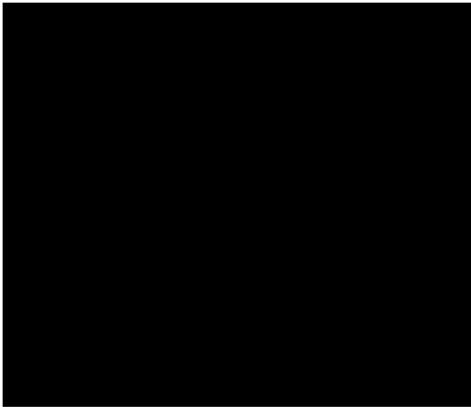
Visual Solutions for the Technical World

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

QUOTE	AMOUNT (US \$)
Total Cost of scope requested	<b>\$57,250</b>

### PROJECT QUOTE APPROVAL

**IN WITNESS WHEREOF**, the parties have hereunto agreed to the terms and conditions of this Agreement and have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date last signed below.



Date

September 20, 2021

Date

### TERMS AND CONDITIONS

#### PAYMENT TERMS

*Will bill for items as they are completed- 30 days Net on invoices.*

#### REFERENCE FILES AND ENGINEERING/DESIGN INFORMATION

Industrial3D Company builds its deliverables per the engineering plans and/or design instructions provided by the Client.

Any changes to the engineered design and/or reference materials after the above deadline will incur additional re-design and re-render charges and may delay delivery of Client's project. For this reason, Industrial3D Company strongly encourages the client, engineers, consultants, and design teams involved to communicate and finalize all information prior to sending it to Industrial3D Company.

Acceptable file formats are AutoCAD DWG, Sketch Up, 3DS, Obj., STEP, IGES. Industrial3D Company can accept PDF files, but conversion may affect costs. Engineering and design files submitted should be final



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versions, clearly named and categorized. Client is responsible for ensuring all reference material provided to Industrial3D Company directly or through a third party is authorized and accurate. Files may be delivered via email, FTP, or if necessary, hard copies may be delivered to the Industrial3D Company office.

### **THE APPROVAL PROCESS/HOLDS**

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This project will be assigned a dedicated animator, Unity programmer and a project manager that will only be assigned to this project. Therefore, feedback from client is critical to prevent delays of completing project in a timely manner. When I3D sends customer Questions, Revisions and/or Approval's customer needs to provide feedback within 5 business days. If no feedback is received within that period. Project will be placed on hold and I3d Employees will be assigned to a new project. If customer wants to resume project 1/2 of remaining invoice balance will be billed and work will resume when Payment has been received. (We are a small business and cash flow becomes a huge issue when feedback is not given in a timely manner.)

Low resolution previews, screenshots, and/or play blasts will be provided for review and approval prior to final rendering. The client should review in detail and provide all feedback at this stage in the project. Revisions or requests received after final rendering will be billed at a rate of \$150/hour.

### **CONFIDENTIALITY**

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Industrial3D Company and the Client shall each hold the proprietary and confidential information of the other in strict confidence by exercising at least the same degree of diligence and care that the party receiving such information uses to avoid disclosure or dissemination of its own highly confidential information, but in no event less than a reasonable standard of diligence and care. Without limiting the generality of the foregoing, Industrial3D Company and the Client agree that non-public personal information of the Client shall be held in strict confidence and securely as required by applicable law; and that the transfer of such non-public personal information shall only be accomplished as permitted by applicable law. Moreover, Industrial3D Company hereby acknowledges that it shall have no right to use the information received from the Client about the Client, or information Industrial3D Company receives directly from the Client, other than for the purpose contemplated by this Agreement. The terms and conditions of this Agreement, including, without limitation, the prices, and the practices, processes and procedures utilized by Industrial3D Company to provide the Services hereunder shall be deemed confidential information for purposes of this Section 4.

### **ADVERTISING AND PUBLICITY**

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We would like to be able to showcase our work on our website for promotional purposes.

### **AUTHORITY**

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Each party hereby represents and warrants to the other that (i) its execution, delivery and performance of this Agreement has been duly authorized and approved in every respect and (ii) neither its execution or delivery of this Agreement, nor its performance hereunder, will violate or conflict with any term or condition of its organizational or other governing documents, or any other agreement or directive of any kind or nature to which it is a party or by which it is otherwise bound.

### **ENTIRE AGREEMENT/MODIFICATIONS**

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This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all prior or contemporaneous understandings relating thereto, whether written or oral as



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of the effective date of this Agreement. Modifications to this Agreement must be in writing and signed by each party to be effective; provided, however, if any provision of this Agreement is found to be invalid or unenforceable, to the extent permitted by law, such provision may be reduced in scope or otherwise modified to render the subject provision reasonable and enforceable. Otherwise, if any such invalid or unenforceable provision cannot be or is not so modified, such provision shall be deemed severed from this Agreement and all of the other provisions hereof shall remain in full force and effect as if such provision had never been included herein.

This Agreement may be executed in counterparts and delivered electronically by e-mail or facsimile, and all such counterparts and electronic copies shall constitute one and the same document.

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### **BINDING EFFECT AND ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon the parties hereto, and each of their respective successors and permitted assigns. Neither this Agreement, nor any of the rights or obligations of the parties hereunder, may be transferred or assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

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### **SURVIVAL**

The financial obligations of the parties to one another and any other provision of this Agreement that would by their nature continue beyond its termination shall survive the expiration or any other termination of this Agreement.

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### **EXERCISE OF RIGHTS AND WAIVERS**

All rights, powers and privileges of the parties under this Agreement are separate, cumulative and exercisable concurrently or successively at the exercising party's discretion. Any waiver of any such right, power or privilege must be in a writing to be effective and shall not be construed as a continuing waiver unless expressly stated in such writing. No delay or failure to insist upon the strict adherence to and performance of the terms of this Agreement, nor any delay or failure in the exercise of any other right, power or privilege hereunder, shall operate as a waiver of the right to subsequently compel such adherence or performance, or to subsequently exercise any such other right, power or privilege, with respect to the matter in question or any other matter, including, without limitation, any continuing or subsequent breach or violation hereof.

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### **LIMITATION OF LIABILITY**

Under no circumstances shall either party be liable for any special, incidental, consequential, exemplary or punitive damages.

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### **GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma, without reference to choice of law or conflict of law statutes that would otherwise require reference to the laws of another jurisdiction. If Client or any other person or entity obtains a binding determination that the mandatory arbitration provision of this Agreement is unenforceable, the parties agree that the federal and state Courts located in Tulsa County, Oklahoma shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement.



INDUSTRIAL3D COMPANY  
address 401 south Boston ave. ste 105 phone 855.895.7680  
website [www.industrial3d.com](http://www.industrial3d.com) email [beau@industrial3d.com](mailto:beau@industrial3d.com)

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## **NOTICES**

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All notices must be in writing to be effective and must be sent by certified mail or recognized courier (e.g., FedEx) to the applicable address noted on the first page of this Agreement for the Client, and in the upper right-hand corner of each page of this Agreement for Industrial3D Company in which event any such notice shall be deemed received if and when delivered to such address. Either party may change its address for notice purposes by providing written notice of such change to the other party in the manner set forth above.

## 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

**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.

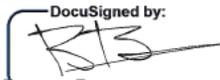
HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the 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.

State Law Verifications. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies 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.

**VENDOR**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Beau Brown  
Title: CEO  
Date: 10/13/2021

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Carolyn Cross  
Title: Director of Contract Administration  
Date: 10/13/2021

HSC Contract # 2022-0129

## **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.