AMENDMENT TO
2016 SERVICE AGREEMENT

This First Amendment to the 2016 Service Agreement ("Amendment") is effective Dec. 15, 2017, and is entered into by the University of North Texas System ("UNTS"), and by DubLabs, LLC, ("DubLabs").

WHEREAS, UNTS and DubLabs entered into that certain Service Agreement effective June 29, 2016 ("Agreement").

WHEREAS, UNTS and DubLabs now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section "FOR INTERNAL DUBLABS USE ONLY: (Pricing)" of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

    "Contract #: UNTS-1 (36 month term: July 1, 2016-June 30, 2019)
    Setup Fee: $ 20,000.00 (one-time fee)
    Annual Subscription Fees: (July 1, 2016 – June 30, 2017): $105,000 (paid July 1, 2017)
    (July 1, 2017 – June 30, 2018): $ 15,000 (due July 1, 2018)
    (July 1, 2018 – June 30, 2019): $ 75,000 (due July 1, 2019)"

2. Section 4. FEES of the Agreement is hereby amended by deleting the last sentence and replacing it with the following:

    "DubLabs acknowledges and agrees that the fee due under this Agreement, beyond the initial term, for the recurring annual license and support fees shall not increase by more than five percent (5%) of the total fees paid in the previous 12 months, and that the first period after the initial term will be based on the amended July 1, 2019 annual subscription fee amount."

3. The Scope of Work included in Exhibit A of the Agreement is amended to add the following deliverables:

    "DubLabs will assist UNTS with Single Sign-On between DubLabs app and PeopleSoft Campus Solutions student self-service web page (module)."

4. The Scope of Work included in Exhibit A is amended by deleting the following language:

    The following subcategories and phrases from **Implementation to PeopleSoft Campus Solutions**:
    "..., and other similarly situated information"
    "Add, drop and/or swap classes"
   "View accounts, charges and payments"
    "Pay bills and tuition"

    "Guided Process for Admissions" (including all subcategories)

5. This Amendment embodies the entire agreement between UNTS and DubLabs with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, the parties have made and entered into this Amendment effective on the day and year first above written.

UNIVERSITY OF NORTH TEXAS SYSTEM   DUBLABS, LLC
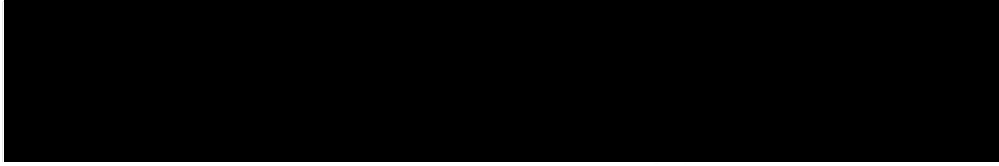
DubLabs™

SERVICE AGREEMENT
COVER PAGE

This Service Agreement (the "Agreement") describes the relationship between DubLabs, LLC, having its principal place of business at 7600 Leesburg Pike, Falls Church, VA 22043 ("DubLabs") and the college or university identified below ("Institution") (each of DubLabs and Institution, a "Party" and collectively, the "Parties"). This Agreement includes the attached Terms and Conditions ("Terms") and will become effective when this cover page is executed by authorized representatives of both Parties (the "Effective Date").

INSTITUTION INFORMATION: (1) UNT, (2) UNT Dallas, (3) UNT Health Science Center, collectively the UNT System

Name: _____	Principal Contact Person: _____
Address: _____	Title: _____
_____	Phone: _____
Email Address: _____	Fax: _____

FOR INTERNAL DUBLABS USE ONLY:

Contract #: UNTS-1

Fees: $32,000 Setup Fees; $105,000 ($65,000 + $20,000 + $20,000) Annual Subscription Fee

Initial Term: 3 years

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

INSTITUTION: _____	DUBLABS, LLC ███████
By (Signature) ███████████	
Name (Printed ███████████	
Title: ███████████	
Date: ___6/29/2016___	Date: ___06/27/2016___

TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 "Administrative Users" means Institution's administrators and representatives (other than Students) who are authorized by Institution to utilize the Service.

1.2 "Branded Application" means a version of one of DubLabs' proprietary mobile applications that is branded with Institution's Marks (defined below).

1.3 "Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the operations of such Party or a third party, that is marked as confidential or that, by its nature or the circumstances around disclosure, ought reasonably to be treated as confidential.

1.4 "Students" mean students, prospective students or alumni of Institution authorized by Institution to use the Service.

1.5 "Service" means the service provided by DubLabs through the Branded Applications or other technology that enables communication with certain Institution systems and technology (as determined by Institution).

1.6 "Content" means the data, information, materials, and other content transmitted in the course of using the Service.

1.7 "User" means Administrative Users and Students.

2. ACCESS AND USE.

2.1 Provision of Access. Subject to Institution's compliance with the terms and conditions of this Agreement, DubLabs grants Institution a non-exclusive, non-transferable right during the Term to authorize its Administrative Users to use and access the Service. Institution shall be responsible for all acts and omissions of its Administrative Users. Institution shall be entitled to access to the Services, and all relevant Updates and modules to the Services, that DubLabs makes commercially available to similarly situated customers, as further set forth on Exhibit A.

2.2 Branding. Promptly after the Effective Date, Institution will deliver certain logos, trademarks and trade names ("Marks") to DubLabs to be incorporated into the Branded Applications. Institution hereby grants DubLabs a non-exclusive, right and license to use the Marks in connection with the Service and Branded Applications.

2.3 Mobile Platforms. Certain features and functions of the Service require a Student to download and operate a Branded Application on a mobile device. Institution acknowledges and agrees that DubLabs will need to submit each Branded Application to a third party (i.e. the app store(s)) in order for such application to be made available to Students through that third party, and DubLabs does not control such third parties. DubLabs cannot guarantee acceptance of any Branded Application by a third party or any time period in which a Branded Application may or will be accepted. The Branded Application is not licensed hereunder. DubLabs may also require Institution to provide a privacy policy for the use of the Branded Application.

2.4 Updates. DubLabs shall provide Updates of the Branded Application to Institution within a reasonable amount of time from the date upon which DubLabs makes any such Updates commercially available to customers similarly situated to Institution. **"Update"** means those changes and modifications to the Branded Application that are necessary for regular maintenance of the Branded Application.

2.5 Maintenance and Support Services. DubLabs shall provide, at no additional cost to Institution, routine support to Institution for the Services. Such support shall be limited to routine maintenance, providing necessary Updates to the Branded Application, and basic trouble shooting during DubLabs' normal business hours, 9am-5pm EST Monday-Friday. Any maintenance and support services that extend beyond the routine maintenance and support set forth in this Section 2.5 shall be subject to additional fees to be mutually agreed upon by the parties.

2.6 Restrictions. Institution will not, and will not authorize any User to: (a) copy or duplicate a Branded Application or the Service; (b) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Branded Application or Service is compiled or interpreted; (c) modify the Service, Branded Applications or the documentation, or create any derivative work from any of the foregoing, except with the prior written consent of DubLabs; (d) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Institution's rights under Section 2.1; (e) defraud or deceive any third party through the Service; (f) build a similar or competitive product or service to the Service; or (g) damage, interfere with or disrupt the integrity, performance or use of the Service. Institution will not conceal, remove or alter any proprietary notice or legend regarding DubLabs' proprietary rights in the Service.

2.7 Content. In the course of providing the Service, DubLabs may transmit Content but does not store Content on its servers. Notwithstanding the foregoing, DubLabs does log access to Content for the purpose of providing the Branded Application analytics to the Institution. Institution will procure all rights, consents and privileges to transmit Content to and through the Service. Institution will be responsible for and assumes the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Content. Institution will comply with all applicable laws in relation to the Content and will not take any act or omissions relating to the Service that may cause Institution or DubLabs to not comply with all applicable laws. DubLabs does not generally review or monitor Content but DubLabs reserves the right to suspend, remove, or refuse to transmit any Content at any time, including Content that it reasonably believes is illegal or objectionable

3. OWNERSHIP

3.1 Retained Rights. The Service, Branded Application (apart from the Marks therein) and any of DubLabs' proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how,

technologies, designs and other tangible or intangible technical material made available to Institution by DubLabs in providing the Service as well as any intellectual property rights therein (the "**DubLabs Platform**") is the exclusive property of DubLabs or its licensors. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Institution regarding the DubLabs Platform, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the DubLabs Platform. All rights not expressly granted to Institution are reserved to DubLabs.

3.2 Feedback. DubLabs in its sole discretion, may utilize, all comments and suggestions, whether written or oral, furnished by Institution and its Administrative Users relating to the Service or Branded Application (all comments and suggestions provided by Institution hereunder constitute, collectively, the "**Feedback**"). Institution hereby grants DubLabs a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into DubLabs products and services.

4. FEES. Institution will pay to DubLabs, without offset or deduction, all fees due under this Agreement, including those listed on the cover page. All payments will be in U.S. dollars. Unless otherwise specified, all fees shall be due and payable annually in advance. All amounts will exclude all applicable sales, use, and other taxes. DubLabs acknowledges and agrees that the fees due under this Agreement, beyond the initial term, for the recurring annual license and support fees shall not increase by more than five percent (5%) of the total fees paid to DubLabs under this Agreement in the preceding twelve (12) month period.

5. CONFIDENTIALITY. During the course of this relationship, either Party may disclose Confidential Information to the other Party. Each Party agrees that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party. Each Party further agrees: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; and (b) that such Party will not reproduce Confidential Information disclosed by the other Party, except as necessary to carry out its obligations and rights under this Agreement, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party. The foregoing confidentiality obligations shall not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without any use of or by persons who have access to the other Party's Confidential Information; or (f) is approved in writing

for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and shall have provided such assistance as may be reasonably requested to limit such disclosure.

6. WARRANTIES; DISCLAIMER; LIABILITY.

6.1 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL BRANDED APPLICATIONS ARE PROVIDED "AS IS," AND DUBLABS DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. DUBLABS DOES NOT WARRANT THAT THE SERVICES PROVIDED BY DUBLABS WILL MEET INSTITUTION'S REQUIREMENTS OR OPERATE UNINTERRUPTED OR ERROR-FREE. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DUBLABS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NEITHER DUBLABS, NOR ITS THIRD-PARTY PROVIDERS, SHALL HAVE ANY LIABILITY FOR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE CONTENT.

6.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE CUMULATIVE LIABILITY OF DUBLABS TO INSTITUTION FOR ALL CLAIMS ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF: (A) ONE THOUSAND DOLLARS ($1,000.00) AND (B) THE FEES PAID TO DUBLABS BY INSTITUTION UNDER THE AGREEMENT. THESE LIMITATIONS UPON DAMAGES AND CLAIMS ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

6.3 Basis. Institution acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in Section 6 form an essential basis of the Parties' agreement and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

7. TERM AND TERMINATION.

7.1 Term. The term of this Agreement will commence on the *Effective* Date and will continue for the period of time set forth on the cover page, at which point it will automatically renew for successive periods of one (1) year unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the expiration of the then-current term (the "Term").

7.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches the Agreement and thereafter has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

7.3 Suspension. If Institution fails to pay any undisputed amounts hereunder or, as necessary to protect the security of the Service, DubLabs will have the right, in addition to any of its other rights or remedies, to immediately suspend the Service to Institution and/or any of its User(s), without liability to Institution, until such amounts are paid in full or such threat no longer exists, as applicable.

7.4 Effect. Upon termination or expiration of this Agreement, Institution will immediately discontinue use of the Service. Sections 3 through 6, 7.4, and 9 will survive such termination.

8. SOURCE CODE ESCROW. Institution agrees to set up and maintain an escrow agreement with a third party escrow agent to be mutually agreed upon by the parties. The terms of the escrow agreement shall be subject to DubLabs' prior written approval. Institution shall list DubLabs as a depositor under such escrow agreement, and within thirty (30) days of the effective date of such agreement, DubLabs agrees to deposit the source code to the Branded Application in escrow with the escrow agent. The escrow agreement shall include one (1) release condition as follows: DubLabs commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days of receipt of notice of such proceedings by DubLabs. Institution will be responsible for all fees associated with the initial setup and ongoing maintenance of the escrow agreement.

9. MISCELLANEOUS.

9.1 General. This Agreement is the entire agreement between the Parties related to the subject matters hereof and supersedes all prior and contemporaneous agreements, understandings and discussions. The Agreement cannot be amended except by a writing signed by both Parties. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force. No waiver hereunder will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought, and any such waiver will be specific to the specific matter described therein. Unless otherwise prohibited by applicable law, this Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Nothing in this Agreement will be construed to create any agency, partnership, or joint venture between the Parties. Neither Party will represent itself as an agent or legal representative of the other Party. All notices, requests, and other communications to the other Party hereunder will be in writing and given at the address set forth on the cover page. Institution may not assign Institution's rights hereunder without DubLabs' consent. Absent such consent, any attempted assignment or delegation will be null and void. DubLabs may freely assign this Agreement to an affiliate or to a successor in interest by way of a merger, consolidation or sale of all or substantially all of its assets related to this Agreement. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. DubLabs may publicly refer to Institution, including on DubLabs' website and in sales presentations, as a DubLabs customer and may use Institution's logo for such purposes.

9.2 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except payment obligations) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party. The affected Party will use reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.

DubLabs shall provide the Services inclusive of project management, integration engineering, and training in accordance with the specifications set forth in this enterprise offering scope of work ("**Scope of Work**"). Institution will be entitled to new features and modules as made commercially available to similarly situated customers. For the sake of clarity, non-included items may be premium integrations to retention or course scheduling software that are not part of the enterprise offering and may be provided with associated fees pending Institution acceptance. Another such example may be a custom module requested by Institution, and in which case, DubLabs will present a Statement of Work (SOW) with associated fee for Institution acceptance.

Implementation to PeopleSoft Campus Solutions
- View Course Catalog, Class Schedules, Grades, Financial Information, and other similarly situated information
- Add, drop and/or swap classes
- View and accept financial aid
- View accounts, charges and payments
- Pay bills and tuition
- View checklists and to-do's
- Update emergency contact information
- View exam schedule, class roster and account holds
- View class location on map
- View class roster
- Receive course notifications
- Notifications on outstanding payments
- Waitlist notifications

Integration with seamless Transfer to Blackboard/Canvas Mobile
- View Assignments
- View Announcement
- View/respond Discussions
- View Grades

Way-Finding (GPS)
- Directions
- Maps
- Parking
- Transportation

Targeted Messages and Push Notifications

Student, Faculty/Staff directory

Access to News, Events and Calendars via iCAL and RSS

Housing Information link to housing information page

Guided Process for Admissions
- Campus information and application for tours (or Campus tours via mobile app)
- Directions on how to apply for admission
- Deadlines
- View admissions status and/or checklist items
- Accept/View admittance
- Orientation

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System ("UNTS") 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 UNTS; 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 System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

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

Breach of Contract Claims Against UNTS. 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 the parties to attempt to resolve any claim for breach of contract against UNTS 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 UNTS shall be subject to the mandatory venue statute set forth in § 105.151of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS' 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, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. 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. UNTS 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 UNTS in an electronic format.

Insurance. UNTS, 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 UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Limitations. UNTS 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 UNTS 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 UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: DubLabs LLC ██████████████████

By: ██████████████████
Name: ██████████████████
Title: ██████████████████

Date: 6/27/2016

UNIVERSITY OF NORTH TEXAS SYSTEM

By ██████████████████

Date: 6/2a/2016