

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
07/30/2020

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P000428	

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

VENDOR
12034774030 FOUR WINDS INTERACTIVE LLC 1221 N BROADWAY DENVER, CO 80203-2179

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

INVOICE TO:
TEXAS A&M FOREST SERVICE FIAD--INFORMATION RESOURCES 200 TECHNOLOGY WAY, SUITE 1120 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE FIAD--INFORMATION RESOURCES 200 TECHNOLOGY WAY, SUITE 1120 COLLEGE STATION TX 77845-3424

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-TMI				
1	FWI ENT CLOUD HOSTED 10+ Enterprise Subscription License & Support Hosted with Cloud	10	EA	600.000	6,000.00
2	INSTALL-MISC MISCELLANEOUS EQUIPMENT INSTALL	1	EA	106.000	106.00
3	Custom Installation Pricing	1	EA	1,050.000	1,050.00
4	Trip Fee Quoted	1	EA	107.000	107.00
5	Pre install site survey	1	EA	188.000	188.00
6	Consumable Installation materials	1	EA	125.000	125.00
7	Interactive IR Touch Screen	1	EA	4,692.600	4,692.60
8	Elegant design, silver, covers, protects ventilates display and equipment.	1	EA	12,535.200	12,535.20
9	FWPW-Extreme-Weather i5Player ASB	1	EA	1,535.000	1,535.00
10	Player Device Setup and Configuration	1	EA	92.500	92.50
11	Professional Services T&M Billed monthly	34	EA	185.000	6,290.00
				TOTAL	32,721.30
	***** NET 30 *****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				

AJD

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

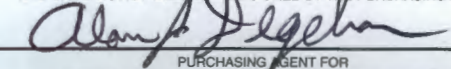
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT



PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

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PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>SOLE SOURCE FOR SOFTWARE THAT CREATES,MANAGES AND DELIVERS EDUCATIONAL CONTENT REMOTELY. VENDOR PURCHASE AGREEMENT IS ATTACHED. VENDORS TERMS AND CONDITIONS EMBEDDED IN THE MASTER SOFTWARE AGREEMENT ALONG WITH TFS P.O. TERMS AND CONDITIONS, AND TFS AGREEMENT ADDENDUM SHALL APPLY TO THIS PURCHASE.</p> <p>VENDOR QUOTE: Q-11624-6 VENDOR REF: LAUREN STRICKLAND AT 720-389-3632</p>				

AJD

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THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT


PURCHASING AGENT FOR
TEXAS A&M FOREST SERVICE



Order
Q-11624-6

Your Order

Please review all content carefully before signing

CREATED DATE **7/12/2019**
ORDER NUMBER **Q-11624-6**
VALID THROUGH **8/1/2020**

Software	\$6,000.00
Hardware	\$20,338.80
Professional Services	\$6,382.50
Third Party Content Feeds	\$0.00
Annual Maintenance	\$0.00
Estimated Charges	\$0.00

First Year Total	\$32,721.30
Annual Recurring Fees	\$6,000.00

Contacts

PROPOSAL TITLE

Texas A&M Forest Service-San Antonio Zoo Kiosk

PREPARED BY

Lauren Strickland
lauren.strickland@fourwindsinteractive.com
(720) 389-3632
+1 2818511326

CUSTOMER

Texas A&M Forest Service

CUSTOMER CONTACT

Casey Bryan
cbryan@tfs.tamu.edu
(979) 458-6607

CONTRACTING ENTITY

Texas A&M Forest Service

Account Information

BILL TO

Texas A&M Forest Service
Casey Bryan
200 Technology Way #1281
College Station, Texas 77845
United States
(979) 458-6607
cbryan@tfs.tamu.edu

CONFIRM INFO ABOVE IS CORRECT
YES ☐ NO ☐

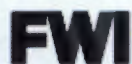
SHIP TO

Texas A&M Forest Service
Casey Bryan
Incomplete Shipping Address
(979) 458-6607
cbryan@tfs.tamu.edu

CONFIRM INFO ABOVE IS CORRECT
YES ☐ NO ☐

1221 Broadway Denver, CO 80203 | Phone: (877) 204-6679 | Fax: (720) 221-0720 | fourwindsinteractive.com

Confidential between Customer and FWI. Not for distribution



Order
Q-11624-6

Account Information Updates

Please make sure to adjust any incorrect information in the area below.

BILL TO

Contact
Street
City
State/Territory
Country
Postal Code
Phone
Email

SHIP TO

Contact
Street
City
State/Territory
Country
Postal Code
Phone
Email

Billing Information

PURCHASE ORDER REQUIRED

YES ☐ NO ☐

TAX EXEMPT

YES ☐ NO ☐

Software

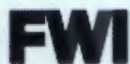
PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
FWI-ENT-CLOUD-HOSTED-10+	Enterprise - Subscription License & Support Hosted with Cloud	\$600.00	10	\$6,000.00	Annually	36
FWI Cloud Author License-Included	FWI Cloud Author License	\$0.00	3	\$0.00	Annually	36

Hardware

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
INSTALL-MISC	Miscellaneous Equipment Installation ? Equipment installation that is an add on to the basic psychical installation scope that will require extra tech(s) time to install such as speaker system, extenders, monitor overlay etc.	\$106.00	1	\$106.00	One-Time	

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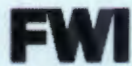


Order
Q-11624-6

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
INSTALL-CUSTOM	Custom Installation Pricing ? Pricing evaluated and quoted for, non-standard installation of signage hardware, cost for additional equipment or materials needed due to nonstandard scope or any other charges that are to be incurred in a not standard install	\$1,050.00	1	\$1,050.00	One-Time	
INSTALL-TRIP-CHARGE	Trip Fee Quoted QTY-1 trip charge per expected physical installation day. Note, trip charges will be used and billed for, for the exact number of days that the install takes place. In many cases the physical installation of the project will go faster	\$107.00	1	\$107.00	One-Time	
INSTALL-SITE-SURVEY-S	Pre Install site survey to be done by the lead installation technician prior to the install to determine site readiness , take notes and formulate a game plan for install day. Small to medium projects up to an hour onsite.	\$188.00	1	\$188.00	One-Time	
INSTALL-MATERIALS-M	Consumable installation materials that will be used to install signage, such as anchors, zip ties, tie wrap, Velcro or anything else technicians find that they need before during the physical installation of the signage.	\$125.00	1	\$125.00	One-Time	
IR-Overlay-KOP2555(-S)- XHB	Interactive IR Touch Screen for Peerless KOP2555(-S)- XHB Display/Enclosure. Integrated with 6PT IP66 Rated IR Touch Screen, and Custom Black Bezel with Heating Element. Display/ Enclosure Not Included. 5 year warranty. *Only to be sold with Part # KOP2555	\$4,692.60	1	\$4,692.60	One-Time	

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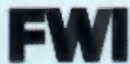


Order
Q-11624-6

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
KOP2555-XHB-(SS)	Elegant design, Silver, covers, protects, ventilates display and equipment. Includes Peerless-AV 55" (XHB552) High Bright Outdoor Display to offer maximum flexibility. Anti-reflective, impact-resistant glass. 5 year warranty (must add part # 55XHBWAR-345)	\$12,535.20	1	\$12,535.20	One-Time	
55XHBWAR-345	Extends the manufactures warranty from 2 years to 5 years for the XHB552	\$0.00	1	\$0.00	One-Time	
FWPW-Extreme-Weather-i5PlayerASB	ASB i5sys IB916AF-7300,2*4GB DDR4 W-T,128GB mSATA WT,w/o PSU. Power brick included. ** 2-year warranty Add part # FEE-1YR-EXT-WARRANTY to extend the warranty to 3 years. 3 year swap it service (US only). Sell with outdoor pc box CSF - OutdoorPCLockBox	\$1,535.00	1	\$1,535.00	One-Time	
FEE-1YR-EXT-WARRANTY	Extra 1 year warranty, extends the warranty from 2 years to 3 years total. For SKU - FWPW-Extreme-Weather-i5PlayerASB	\$0.00	1	\$0.00	One-Time	

Professional Services

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
FWI-DEVICESETUP	Player Device Setup and Configuration (FWI-provided hardware)	\$92.50	1	\$92.50	One-Time	
Professional Services - T&M	Professional Services - Billed Monthly As Incurred	\$185.00	34	\$6,290.00	Monthly as Incurred	



Order
Q-11624-6

Additional Note

Physical Installation prices are based on the following criteria:

- Normal business hours (Mon - Fri 8:00 AM to 5PM)
- Non-union employees
- Work covered in the specific scope of work (scope is subject to change pending site survey results)
- A set number of signs to be installed
- Pricing assumes that FWI has sole authority on third party installers to be commissioned and labor rates we are to pay our third party installation partners.

Physical Installation items listed below are outside of the original SOW and will require payment:

- Time required by sites for safety training (unless specified in SOW).
- Site specific documentation or permits.
- Transporting hardware long distances between sign locations (unless specified in SOW)
- Delays resulting from site issues not caused by FWI contractors.
- Cancellation of services with less than a 48hr notice
- Removal of old signage or equipment that is not covered in the statement of work
- Any special lifts or scaffolding required for installing signs above the height of 11ft from the ground is to be supplied by client (unless specified in SOW).
- Trip fees will also be charged for delays resulting from site issues causing more visits.

****Notes

Power, data/network and wall prep supplied by client, all site prep work must be completed prior to installation day.

FWI Installers will install the outdoor Kiosk in the method that has been engineered by others.

It is the responsibility of the client to ensure that the engineered solution meets specific client requirements and all State and Local codes.

FWI highly recommends contractors preparing a new concrete pad for the site install the threaded anchors needed for the installation. FWI will provide a template for the placement of these anchors to be used during the pad prep process.



Order
Q-11624-6

Acknowledgement of Order

All Payments are due Net 30.

The term of the software reflected on this Order will begin on the first day of the month following the date upon which the Contract is signed by the Customer. Professional Services offered on a fixed fee basis and Subscription fees are billed immediately after the Contract is signed by the Customer.

Tax Exempt Customers must provide valid documentation to FWI prior to the time of invoicing.

Applicable Shipping charges and Taxes will be included on the invoice for the associated item charge.

Hardware orders shipped outside of the United States and Canada will require a deposit equal to
100%

of the Hardware amount identified herein. If a Hardware Deposit is required, Customer hereby acknowledges its understanding that projects will not begin until such deposit payments have been received by FWI.

As a result of the Covid 19 crisis, FWI is requiring a 100% deposit for all hardware orders over \$10,000.00. Placement of the hardware order by FWI will take place as soon as the deposit is received.

By signing on the authorized signature lines, the Contracting Entity, including its authorized agents, agree that the contract documents referenced herein or attached hereto are binding and enforceable, and apply to the software, services and/or hardware to be utilized by the Contracting Entity and/or the Customer as set forth on this Order. The Contracting Entity and/or the Customer further acknowledges that any PO terms, which contradict the contract documents, shall have no force and effect. By signing below the signatory warrants and represents that he/she is an authorized representative of either Four Winds Interactive, LLC on the one hand, or the Contracting Entity and Customer on the other, and can legally bind these entities accordingly and hereby accept and agree to the terms contained in the following documents:

1. The Master Software Subscription Terms and Conditions ("Master Agreement") entered into by and between Four Winds Interactive LLC ("FWI") and Texas A&M Forest Service ("Customer") on or about the date hereof, appended hereto; and
2. All documents appended to this Order, including any Statement of Work or Professional Service Package descriptions, and the Service Agreement Addendum.

Texas A&M Forest Service

Signature:

Email: cbryan@tfs.tamu.edu

Title:

Date:

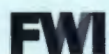
FOUR WINDS INTERACTIVE LLC

Signature: *Margot Mullerburg*

Email: contracts@fourwindsinteractive.com

Title: President

07/29/2020



FWI Swap-IT and Swap-IT+

Advanced Media Player and All in One Player replacement, available for hardware models beginning with "FWP"

To help customers rapidly manage the rare occasion when hardware malfunctions, FWI created the Swap-IT and Swap-IT+ Advance Replacement Programs. Both programs provide assurance that defective parts or products will be replaced within 24-72 hours.

	Swap-IT	Swap-IT+
Advance replacement of defective media player	X	X
Inbound and outbound shipping included	X	X
Configuration of replacement media player	X	X
Installation of replacement media player		X

Terms and Conditions

- Coverage.** While the Swap-IT service is included with all hardware models beginning with "FWP", there is an additional fee for Swap-IT+ for the onsite technician services. Swap-IT and Swap-IT+ services do not replace the manufacturer's warranty but provide additional services during the term of the manufacturer's warranty. Swap-IT and Swap-IT+ services begin on the date of shipment to the customer, as stated on the invoice for any model beginning with "FWP" and continues for the length of the manufacturer's warranty, typically thirty-six (36) months. Using overnight transit, FWI will ship replacement refurbished hardware within 24-72 hours of receiving the signed FWI Swap-IT form. For customers that purchase Swap-IT+, FWI will schedule an onsite technician within 24-48 hours after replacement hardware arrives at customer's location. Customer location will be verified on the signed FWI Swap-IT form.
- Availability of Swap-IT +.** While FWI tries to complete service as quickly as possible, FWI is not responsible for delays caused by factors beyond its control, including, but not limited to, manufacturer's delays, product availability, parts availability, or acts of God.
 - FWI operates during normal business hours, Monday-Friday 8:00am-5:00pm MST. The signed Swap-IT form must be submitted by 1:00pm MST, or the SLA period will begin the following business day.
 - After-hour services are from Monday-Friday 5:00pm-12:00am local time, and Saturdays 9:00am-5:00pm local time, holidays excluded (Additional fees and a longer SLA may apply). Customer must request after-hour services at the time of signing the FWI Swap-IT form.
- Customer Responsibilities.** Customer must follow proper care and maintenance of a covered product. Failure to follow the manufacturer's maintenance and service recommendations may result in the denial of coverage under the Swap-IT and Swap-IT+ programs.
- Exclusions.** Swap IT and Swap-IT+ service does not cover any of the following conditions, in addition to any exclusion in the manufacturer's original warranty.
 - Covered products for which the serial number has been altered or removed.
 - Service not available for models not beginning with "FWP".
 - The replacement shipment will include only a replacement for the failed item determined by FWI to be an equivalent piece of hardware. Cables, power supplies and other hardware items will not be included in the replacement shipment, and therefore customer should retain the originals.



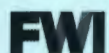
- d. Cosmetic defects or failure of non-operational components that do not inhibit the proper operation and performance of the covered product, such as cracked cases, will not be covered under Swap-IT or Swap-IT+.
 - e. Damages or costs resulting from (1) improper electrical wiring and connections, (2) unauthorized modifications, alterations, unauthorized repairs by personnel, or use in any combinations not approved in the manufacturer's specifications.
 - f. Loss or damage caused by any physical force from a source external to the covered product, including, but not limited to, general environmental conditions, power surge, negligence, misuse, abuse, vandalism, spilling of liquid on the covered product, or acts of God. Customer may be invoiced for any of the damages listed above.
 - g. Loss or damage to the covered product either while in storage or in the course of transit, delivery, or redelivery.
 - h. Normal maintenance, cleaning, or tune-ups; minor adjustments and settings for which the user is responsible; costs related to any service request which results in customer education or no problem found, will be invoiced to the customer.
5. **Transferability.** Swap-IT and Swap-IT+ are not transferable and are valid for the original purchaser of covered products only.
6. **Exclusive Obligation.** Swap-IT and Swap-IT+ are exclusive. The sole and exclusive obligation of FWI shall be to repair or replace the defective covered products in the manner and for the period provided above. FWI shall not have any other obligation with respect to the covered products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this service or otherwise, shall FWI be liable for incidental, special or consequential damages.
7. **Procedure.** For Swap-IT process and procedure, please [click here](#). For Swap-IT+ process and procedure, please [click here](#).



FWI Cloud

FWI Cloud provides access to every component required for a successful visual communications implementation. In addition to powerful enterprise-grade software, value-add features like popular third-party integration adapters, content feeds, and best-in-class assets via the FWI Store are included. With no unexpected add-ons, **FWI Cloud** is made available to you through endpoint Device Subscriptions and User Subscriptions. Your initial purchase of an Enterprise Device Subscription Package affords you access to the following components at no additional charge:

Component	Quantity	Description
Content Player	Corresponding to the number of Device Subscriptions purchased as identified on the Order.	Software for digital application playback on personal or private displays. Multi-platform support including BrightSign, Windows, Android, Samsung SSP, and LG webOS.
User Subscriptions	Three free User Subscriptions are issued with the initial purchase of an Enterprise Device Subscription package. These three User Subscriptions can be issued at any level of required credentials: Author, Contributor or Viewer.	Full access to all FWI CMS software, including Content Manager Desktop, Content Manager Web, Integration Studio, FWI Store, and FWI Cloud.
FWI Cloud	Unlimited access for those issued a User Subscription.	Cloud-based tools for device management, user management, content storage, and content contribution.
FWI Infrastructure	Unlimited access to multi-tenant for those issued a Device Subscription or User Subscription.	Database management, application deployment, device & playback reporting through FWI Services, and integration framework.
Content Manager Desktop	Unlimited access for those issued a User Subscription (requires Author credentials).	Software for designing, scheduling, and publishing visual applications for public and personal displays.
Content Manager Web	Unlimited access for those issued a User Subscription (requires Author or Contributor credentials).	Browser-based version of Content Manager Desktop.
Integration Framework	Unlimited access for those issued a User Subscription (requires Author or Contributor credentials).	Secure API framework used to integrate systems and data sources.
Integration Studio	Unlimited access for those issued a User Subscription (requires Author credentials).	Software for building and maintaining data integrations. Includes standard adaptors to common 3 rd party data sources.
FWI Services	Unlimited access for those issued a User Subscription (requires Author credentials).	Set of web services used to host content deployments and provide device & content level reporting capabilities.
Maintenance and Support	Included with purchase of Enterprise Device Subscription Package.	Ongoing software updates and fixes along with 24/7/365 technical support.
FWI Store	Unlimited access for those issued a User Subscription (requires Author or Contributor credentials).	Library of best-in-class templates, apps, plug-ins, images, videos, and other content to help build and refresh your visual communications network.
Standard Adapters	May chose up to three.	Examples include Microsoft SharePoint, Microsoft Exchange, EMS, and other open adapters.
Common Feeds	May chose up to three.	Examples include Bing Maps and NOAA weather feeds.



FWI Cloud Subscription Details

- **Hosting Infrastructure** :: FWI offers both an on-premise (Client-Hosted) and a hosted (FWI-Hosted) solution. The FWI-Hosted infrastructure is provided and maintained by FWI; the Client-Hosted infrastructure is managed by the customer. *FWI Cloud* product functionality is available for use with on-premise infrastructure but is not available for on-premise installation.
- **Device Subscriptions** :: Subscription to utilize Content Player to receive and deploy content to an endpoint.
- **User Subscriptions** :: Please refer to the document titled *FWI Cloud User Subscription Agreement* for details.
- **Professional Services** :: FWI's Professional Services help execute the full potential of the software—quickly and expertly—by applying best practices gained from past implementations. This is a recommended value-add, not included within the license cost, and is scoped and priced separately.
- **Individual Application Pricing** :: Applications offered in conjunction with *FWI Cloud* Device Subscriptions and User Subscriptions are not available for individual sale.
- **Content Sources and Liability** :: FWI software provides the visual communication platform used to deploy and display the data and content of choice to customer-designated device(s). FWI is not responsible for the availability or legality of the content selected to deploy, whether the content originates from internal or external sources.
- **Master Services Agreement** :: Access to *FWI Cloud* through Device and User Subscriptions are subject to the provisions of the *FWI Master Software and Services Agreement*.
- **Hardware Provisions** :: FWI professionals may scope and procure recommended hardware for an enterprise visual communication system, but FWI is not a hardware manufacturer. Any hardware purchased upon request may require a deposit and is subject to manufacturer-issued warranties passed on to the customer.
- **Microsoft Windows Server(s)** :: FWI provides and maintains required server infrastructure for FWI-Hosted customers. Those opting for the Client-Hosted infrastructure must license and maintain the required servers, server components, and network requirements.
- **Common Adapters** :: Adapters and feeds provided with the *FWI Cloud* are subject to change based on availability and third-party price changes.
- **Third-Party Content Feeds** :: As part of the *FWI Cloud* offering, FWI provides you with the opportunity to utilize third-party content feeds. If you decide to utilize either third-party content feed, as a condition of such utilization you acknowledge and agree that: (1) FWI offers no representations or warranties regarding the third-party content feeds; (2) you will utilize the third-party content feeds in accordance with applicable terms of use for those content feeds; and (3) you will indemnify FWI against any claims brought against FWI arising from your use of the third-party content feeds that is not in conformity with their terms of use. **It is expressly acknowledged that, in the event Customer chooses to utilize Bing Maps through FWI, only the first 3000 Bing Map API calls to the Bing Maps system in any calendar month shall be deemed included in Customer's subscription. Each Bing Map API call to Customer's Bing Maps account exceeding 3000 during any calendar month shall result in a fee charged to Customer at a rate of \$ 0.00228 cents per Bing Map API call. The fees owed by Customer for any Bing Map API calls in any calendar month over 3000 will be billed to customer in accordance with FWI's standard billing practices.**
- **Add-On Device and User Subscriptions** :: Additional Device and User Subscriptions can be purchased at the price of the latest Enterprise Pack purchased. Additional subscriptions will be coterminous with the term of the last Enterprise Pack purchased.

FWI Store

One of the greatest benefits of the FWI Enterprise Solution is full access to FWI Store. The FWI Store provides the building blocks for digital communication, with downloadable content for subscribed customers who want to construct or maintain their own applications and interfaces using pre-existing templates and assets. FWI Store supplies a constantly growing set of assets to help build a best-in-class digital communications network and keep it looking fresh. The FWI Store subscription includes:

- Pre-Built Visual Applications
- Plug-ins
- Blank template layouts
- Image backgrounds
- Video backgrounds
- Weather, time, and date layouts
- Clocks and other common digital signage elements



FWI Cloud User Subscriptions

Overview

The FWI Cloud is a web-based, mobile-friendly portal for Four Winds Interactive customers to manage their content and devices on a Visual Communications network. Customers can add new users to the FWI Cloud and assign them one of three User Subscription types, fulfilling specific user needs within organizations.

- Author
- Contributor
- Viewer

As part of the initial purchase, customers who subscribe to the FWI Visual Communications platform receive three User Subscriptions. Additional FWI Cloud User Subscriptions may be purchased a la carte at any time. FWI Contributor and Viewer Subscriptions must be purchased in bulk packs with the option to add User Subscriptions à la carte after the initial purchase.

User Subscription Types

Author

Authors have the highest access to the Four Winds Interactive platform. In addition to the permissions of a Contributor, these users are responsible for creating, or *authoring*, new templates / applications, and updating the existing templates / applications.

Examples of Authors include an employee who is responsible for creating an application to meet a specific business need, updating layouts to meet company standards or branding guidelines, defining where a *Contributor's* content is displayed in an application, and the final publishing of applications for *Viewers*.

Additionally, Authors are responsible for system administration, for example, creating new users and assigning user permissions for the platform. These administrator capabilities are optional for the Author Subscription, as not every Author needs this level of access. When applicable, these types of Authors can make changes in the *Admin Center* module within FWI Cloud.

Contributor

Contributors have all the content access rights of viewers, but they are also adding, or *contributing*, information to the Visual Communications network in the form of content and data, which is managed using the *Content Library* module in FWI Cloud.

Examples of Contributors include the employees responsible for updating schedules or directories in a spreadsheet, adding company events or human resources content for internal consumption, or sharing marketing materials for external messaging.

Generally, Contributors are also responsible for the health of the Visual Communications network, including the addition of new devices and monitoring the status of existing screens to ensure the right information is displaying on the right screens. For this, Contributors have access to the *Devices* module in FWI Cloud.

Viewer

Viewers are passive participants in the FWI Visual Communications network. Rather than contributing content or authoring new applications, these users consume, or *view*, applications published by others to their personal devices.

Examples of Viewers include company employees seeing announcements on their desktop or mobile device. They are not adding information, just receiving it from others.

Storage

All *FWI Cloud* customers are entitled to 500 GB of *Content Library* asset and data storage at no additional cost. Options to expand storage to 1 TB, 5 TB or 10 TB are available for customers who require greater flexibility in their storage needs. An FWI Account Executive can provide additional information on expanding asset and data storage beyond 500 GB.

FWI



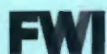
Scope of Work for Texas A&M Forest Service

Visual Communications Solution Prepared for: Casey Bryan

Prepared by: Susan Taylor, Solutions Consultant for Lauren Strickland, Account Executive

Order Number: Q-11624 (valid through expiration date on corresponding Order Number)

June 26, 2020



Revision History

Revision History	Activity
6/26/2020	Creation of Statement of Work

Statement of Work



This SOW outlines the scope of the proposed Professional Services provided by Four Winds Interactive LLC (FWI) to Texas A&M Forest Service (also referred to herein as "Customer"). This SOW provides an overview of the Visual Communications solution, the Professional Services team involved in the creation and delivery of the solution, as well as the implementation process and timeline. This SOW is issued in accordance with, and subject to, the terms and conditions of the Master Agreement entered into between the parties.

Project Duration

A final determination of the project timeline is provided once all requirements are finalized (or during project kickoff). This SOW describes FWI and the Customer responsibilities for each implementation phase. The Customer's failure to complete the required tasks for each phase, as well as any changes made by the Customer to the scope of the project, will impact FWI's ability to deliver the completed solution within the estimated timeline.

FWI Professional Services Roles

FWI selects a team which consists of one or more of the Professional Services Roles described below for each implementation based on the unique requirements of each Visual Communications solution.

Title	Role Description
 Project Manager	<ul style="list-style-type: none">▪ Responsible for the overall success of the project▪ Serves as the single point of contact for any questions and required documentation/deliverables▪ Manages FWI resources, tasks, schedules and deliverables▪ Orders hardware and coordinates physical installation▪ Provides weekly status reporting
 Digital Experience – Sign Developer	<ul style="list-style-type: none">▪ Configures full screen template▪ Delivers training and provides post training support



Systems Engineer

- Coordinates with the Customer IT and infrastructure team
- Gathers and documents technical information
- Develops the Customer's Visual Communications network diagram
- Installs and configures software for Content Manager Desktop, FWI Infrastructure and Content Players

FWI Implementation Phases

1. Kickoff

The FWI Project Manager conducts a remote Kickoff Call between the FWI Project Team and the Customer Project Team to initiate the implementation. During the Kickoff Call, FWI and the Customer have the following responsibilities:

FWI Responsibilities	Customer Responsibilities
<ul style="list-style-type: none"> ▪ Introduce team ▪ Review project scope ▪ Review content requirements for full screen template ▪ Review and select training topics ▪ Discuss project timeline 	<ul style="list-style-type: none"> ▪ Introduce team members ▪ Outline project expectations ▪ Identify applicable training topics ▪ Provide dates for training sessions

2. Install

The Install phase includes the setup and configuration of the FWI Infrastructure and Content Player.

Infrastructure

	Description
FWI Hosted with Cloud	<p>The application database and other required infrastructure components are hosted by FWI. Non-sensitive Customer content and/or templates can be stored within FWI's hosted server infrastructure. Where applications require an adaptor for live data integration, Integration Framework is hosted by FWI. Content Player(s) are configured to receive application updates through http deployment from the FWI Services server in the FWI hosted server infrastructure. No sensitive Customer data should be pushed to an FWI hosted environment.</p> <p>The Customer will have access to the database over public internet (port 443) and is responsible for providing adequate network connections. The database will be less than 500MB.</p> <p>The authentication mechanism is ADFS.</p>



FWI Responsibilities

- Complete technical consultation call (signage network and infrastructure requirements)
- Create IT network diagram
- Order and configure hardware
- Implement FWI Infrastructure as documented above
- Complete Visual Communication Network diagram

Customer Responsibilities

- Make available dedicated IT resource(s) involved for the Customer portion of the implementation
- Confirm installation of Content Manager Desktop

Content Player Configuration and Hardware Readiness

FWI Responsibilities

- Preconfigure devices with FWI Content Player per FWI Configuration Checklist
- Invoice and ship hardware
- Coordinate physical Installation, including all labor relating to mounting of hardware components, including displays, enclosures, racking players and other A/V or networking equipment
- Complete Go/No Go call to confirm hardware is in place for deployment
- Deploy full screen content (provided by Customer) remotely
- Complete QA:
 - Load/Connect production database to Content Manager Desktop
 - Deploy to all applications – confirm license, date/time, version match, internet access (if applicable) and verify touch (if applicable)
 - Verify display is active with correct orientation and resolution
 - Verify correct content paths and proper content/data
 - Visually check displays for successful deployment
- Verify remote access (if applicable)

Customer Responsibilities

- Provide a list with all networking information and physical location(s) for each Content Player endpoint(s)
- Complete all necessary wiring, cabling, and electrical
- Provide IT resources to assist the FWI Systems Engineer for onsite or remote deployments (remote access, troubleshooting, general information)
- The Customer's staff is responsible for regularly scheduled Player maintenance and management
- Confirm installation of each visual application within Content Manager Desktop
- Complete User Acceptance Testing of all applications within five business days of deployment



3. Educate

FWI delivers 8 hours of remote training for the Customer on requested software elements. Training will be scheduled in two hour minimum session. Training topics may include:

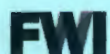
- Basic Content Manager
- Content Types
- Creating and Modifying Templates
- Basic Live Data
- Basic Interactivity
- Users and Groups
- FWI Cloud
- Design Best Practices

Customer will have an additional three hours of post training support. These hours must be used within 30 days of the last training session. Post training support includes phone or email support.

4. Project Closeout

Once project tasks have been successfully completed, Customer is required to sign off on the implementation upon FWI's request.

FWI Responsibilities	Customer Responsibilities
<ul style="list-style-type: none">▪ Deliver project closeout document confirming all deliverables have been completed according to the Statement of Work▪ Introduce the Customer to the Technical Support and Customer Service Manager▪ Request Customer feedback through an implementation survey	<ul style="list-style-type: none">▪ Confirm all project deliverables have been accomplished



Professional Services Investment Summary

Resource(s)	Approximate Hours	Rate	Cost
Project Management	9.00	\$185	\$1,665.00
App Serv	15.00	\$185	\$2,775.00
Systems Engineering	10.00	\$185	\$1,850.00
Total	34.00		\$6,290.00

Professional Services Payment Terms

	Description
Time and Materials	<p>The Professional Services hours outlined in this SOW are billed on a time and material basis. Invoices reflecting actual hours consumed are generated monthly and sent to Customer, in accordance with payment terms stated in order associated with this SOW. All applicable sales tax and travel and living expenses are invoiced to Customer separately, as incurred.</p> <p>Any changes requested by the Customer beyond what is identified in this SOW must be submitted pursuant to an applicable Project Change Request, which must be accepted in writing by FWI and shall result in additional applicable charges pursuant to such PCR.</p>

Additional Information

FWI Assumptions, Terms and Conditions

A full list of FWI Out of Scope Items, Assumptions and Customer Responsibilities are available in the link below, which shall apply and may only be modified or supplemented as set forth below in the SOW-Specific section of this document. http://www.fourwindsinteractive.com/StatementOfWorkAppendix_FWIStandard

SOW-Specific Out of Scope Items

- Onsite travel by FWI Team
- Creative design or application configuration beyond full screen template

SOW-Specific Assumptions

- The Professional Services hours estimated in the SOW are performed between 8AM – 5PM, Monday – Friday, local time in the time zone where the work is being performed. If for any reason FWI resources are required to perform work outside this range of hours, an increase in rates may apply.
- Customer represents and warrants that it has the legal authority to utilize and display the content provided to FWI in performing the professional services requested.
- Customer-provided image and video must be provided in a standard supported file type:
 - Images: JPG, JPEG, PNG (static and sequenced), BMP and TIFF



- Video: MP4 (strongly recommended), WMV, MPG, MPEG and AVI
- Customer agrees that in connection with the provision of visual communications software and/or Professional Services hereunder, Four Winds Interactive LLC may provide or use certain pre-existing materials, information, software components and tools that are proprietary to Four Winds Interactive LLC (collectively, "FWI Standard Materials and Tools"). Customer acknowledges that all right, title and interest in and to all pre-existing FWI Standard Materials and Tools is and remains the exclusive property of Four Winds Interactive LLC. Four Winds Interactive LLC retains the right to re-use, transfer, distribute and license to any of its current and future customers any of its FWI Standard Materials and Tools. For avoidance of doubt, all software products and Professional Services provided under this statement of work shall be considered preexisting FWI Standard Materials and Tools and shall not be considered as work for hire.

Signature:

Email: cbryan@tfs.tamu.edu

Title:

Date:

Signature:

Margot Muellerberg

Email: contracts@fourwindsinteractive.com

Title: President

07/29/2020

FOUR WINDS INTERACTIVE SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS

This Software Subscription Terms and Conditions ("Terms and Conditions") is entered into between Four Winds Interactive LLC ("FWI" or "Us"), and the party identified in the signature block below, or in the Ordering Document to which these Terms and Conditions have been incorporated ("Customer", "You", or "Your"). These Terms and Conditions are intended to be a comprehensive set of terms pursuant to which FWI agrees to make its Visual Communications Platform available to You. You agree that these Terms and Conditions and or the Order to which it is incorporated may be electronically signed, and that the electronic signature is the same as a handwritten signature for the purposes of validity and enforceability. If You are entering into these Terms and Conditions on behalf of a company or other legal entity, You represent that You have the authority to bind such entity, its employees, authorized agents and Affiliates to these terms and conditions, in which case the terms "You" or "Your" shall include such entity, employees, agents and Affiliates.

DEFINITIONS

Capitalized terms utilized within these Terms and Conditions shall have the following meaning:

"Affiliates" means any entity which directly or indirectly, is controlled by, or is under common control with a party to these Terms and Conditions, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party, for as long as such control exists.

"Authorized Users" means individual users who are authorized to use the Visual Communications Platform Cloud Service pursuant to these Terms and Conditions and for whom a User Subscription has been procured. Users include but are not limited to Customer's employees, consultants, and agents.

"Cloud Service" means the Visual Communications Software Products hosted by FWI as described in the applicable Orders but excluding certain Visual Communications Software components that may be procured by the Customer and may be hosted by and/or installed on the premises of the Customer.

"Confidential Information" means, (a) the terms of these Terms and Conditions and (b) any commercial, financial, marketing, business, technical or other data, security measures and procedures, including the results of penetration testing, security reports and audits, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with these Terms and Conditions, that: (i) in the case of information in tangible form, is marked "confidential" or "proprietary;" (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and is reasonably understood by the receiving party to be proprietary or confidential; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information.

Notwithstanding the foregoing, the following shall not be Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (2) information that was rightfully in the receiving party's possession without restriction prior to disclosure; (3) information that was rightfully and lawfully disclosed to the receiving party by a third party without restriction; and (4) aggregate anonymized data collected by FWI regarding FWI's products and services, for purposes of providing or improving FWI products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes.

"Customer Content" means all content provided by Customer to FWI either directly or through submission to and/or stored in the Cloud Service by Authorized Users.

"Device Subscription" shall mean a subscription to utilize a component of the Visual Communications Software called content player which receives and displays content to an individual endpoint. Device Subscriptions are issued on a per endpoint basis, unless specifically afforded otherwise in the Ordering Documents. Nothing within these Terms and Conditions affords Customer the right to broadcast content to unlimited endpoints unless such right is afforded in the Ordering Documents.

"Documentation" shall mean all manuals, user documentation made available in the English language, and other related materials pertaining to the implementation, use and support of the Cloud Service and Device and User Subscriptions supplied by FWI, including any documents or data pertinent to the Professional Services and training related thereto.

"FWI Cloud" is a web-based, mobile-friendly product for FWI customers to manage their content and devices on a visual communications network.

"Hardware" shall mean the equipment owned or purchased by You either directly from FWI or through a third party for use with the Visual Communications Software.

"Maintenance Service" shall mean call-in customer and technical support made available in the English language for diagnostic and error correction of the Visual Communications Software including available patches or solutions, as well as Visual Communications Software updates, bug fixes and enhancements.

"Order" is a component of the Ordering Document(s) issued by FWI and executed by the parties, setting forth the type, quantities and prices for the designated Visual Communications User and Device Subscriptions, Professional Services, Hardware, and/or other services to be rendered for the particular engagement.

"Ordering Documents" shall mean an FWI Order, Statement of Work, including documents appended to the Order which specify the Visual Communications Software, User and Device Subscriptions, Professional Services and/or Hardware

being purchased by Customer, all of which are subject to the terms of these Terms and Conditions.

"Professional Services" means the general consulting, implementation and/or training services to be provided to Customer pursuant to: (i) the Professional Services Addendum attached hereto and (ii) a Statement of Work (as defined in such addendum).

"Purchase Order" or **"PO"** shall mean a document which may be issued by You in a form acceptable to FWI indicating type, quantities, prices and terms for the designated Visual Communications Software, Hardware, Professional or other Services. While FWI shall consider and review Purchase Orders if required by You, the terms on a PO unilaterally issued by You shall have no binding effect on FWI.

"Statement of Work" or **"SOW"** is a component of the Ordering Document(s) and shall mean the documents prepared by FWI, and executed by the parties, describing the scope of the Professional Services to be performed and the responsibilities of the parties with regard to the Professional Services engagement.

"Term" shall mean the period of time for which a legally binding contractual commitment remains in place as set forth in the Ordering Documents.

"Third Party Content Subscriptions" shall mean content offered by a third party which may be procured through FWI for an additional fee and according to the terms of use, if any, required by such third party.

"User Subscription" means the subscription afforded to Customer for each individual Authorized User to access the Visual Communications Platform in accordance with the properties of the particular Authorized User Subscription chosen.

"Visual Communications Platform" describes the complete suite of FWI proprietary Visual Communications Software, Visual Communications Software Products and Cloud Services.

"Visual Communications Software" includes but is not be limited to Content Manager, Content Player, FWI Store, FWI Cloud, FWI Services, Integration Framework, Integration Studio and associated Visual Communications Software Products proprietary to FWI. Visual Communications Software specifically excludes third party software which may operate in conjunction with the FWI Visual Communications Platform but is not proprietary to FWI.

"Visual Communications Software Products" shall mean those software products licensed by FWI that leverage specific aspects and functionality of the Visual Communications Platform to satisfy a particular use case.

ARTICLE I – SUBSCRIPTION GRANT AND TERMS OF USE

1. **The FWI Visual Communications Platform.** Subject to the terms and conditions of these Terms and Conditions and during the applicable Term, FWI shall make the Visual Communications Platform available to You and Your Authorized Users solely for Your internal business operations. FWI affords access to its Visual Communications Platform through the issuance of Device Subscriptions for each endpoint, and User Subscriptions for each Authorized User. Most components of the Visual Communications Platform are hosted by FWI, while the endpoint device software and certain application building software is provided for customer download. FWI may update the functionality, user interface, usability and Documentation, from time to time in its sole discretion and in accordance with these Terms and Conditions. FWI acknowledges that Customer Affiliates may purchase and use the Visual Communications Platform by executing Ordering Documents that incorporate the terms and conditions of these Terms and Conditions. In each such case, all references in these Terms and Conditions to "Customer", "You", "Your" shall be deemed to include such Customer Affiliate for purposes of the Ordering Document.
2. **Users of the Visual Communications Platform- Passwords, Access and Notification.** User types and corresponding User Subscription rights are defined in the Documentation and applicable Ordering Documents. Authorized Users are provisioned within FWI Cloud or Content Manager and are assigned unique account credentials. User account credentials are for designated Authorized Users only and cannot be shared or used by more than one user. You shall be responsible for the confidentiality and use of Authorized User's account credentials. You shall not permit unauthorized access to the Visual Communications Platform and shall promptly notify FWI of any unauthorized access or use of the Visual Communications Platform and any loss, theft or unauthorized use of any Authorized User's account credentials.
3. **Subscription License Grant.** Upon payment of the applicable subscription fee for the Device Subscriptions and User Subscriptions purchased (collectively "Subscription Licenses"), FWI hereby grants to You, and Your Authorized Users, during the Term set forth on the Ordering Document(s), a nonexclusive, limited, non-transferable (except as set forth herein), Subscription License to use the Visual Communications Software in accordance with the terms herein. The source code for the Visual Communications Software is not licensed hereunder.
4. **General Restrictions and Terms of Use.** You are responsible for all activities conducted with respect to Your use of the Visual Communications Platform, including Authorized Users' compliance with these Terms and Conditions. You must not use, and must ensure that Affiliates do not use, the Visual Communications Platform to provide an outsourced service, and may not rent, resell, sub-license, or permit the concurrent use of a single Authorized User login, or time-sharing of the Visual Communications Platform. You shall not and shall not permit any Affiliate, Authorized User or other third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Visual Communications Software or any part thereof or otherwise attempt to discover any source code or modify the Visual Communications Software in any manner or form; (b) access or use the Visual Communications Platform to circumvent or exceed User and Device Subscription limitations or requirements; (c) use the Visual Communications Platform for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Visual Communications Platform (including without limitation permitting access to or use of the Cloud Service via another system or tool, the primary

effect of which is to enable input of requests or transactions by other than Authorized Users; (e) use the Visual Communications Platform in a manner that is in violation of any third party rights of privacy or intellectual property rights; (f) issue or participate in any press release or other public statement related to these Terms and Conditions or the Visual Communications Platform without prior written consent of FWI; (g) publish, post, upload or otherwise transmit through the Visual Communications Platform, content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (h) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Visual Communications Platform or the Cloud Service.

You agree to comply with all applicable laws, including export laws, regarding the transmission of technical data exported from the United States and the country in which Your Authorized Users are located. You will not send any electronic communication or content utilizing the Visual Communications Platform that is unlawful, harassing, libelous, defamatory or threatening. You shall not perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Visual Communications Platform without FWI's approval. You acknowledge that FWI has the right to take remedial action if the terms of these Terms and Conditions are violated, and such remedial action may include removing or disabling access to the Visual Communications Platform. Except as permitted herein, no part of the Visual Communications Platform may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. You agree not to access the Visual Communications Platform by any means other than through the interfaces that are provided by FWI. You shall not do any "mirroring" or "framing" of any part of the Visual Communications Platform or create Internet links to the Visual Communications Platform which include log-in information, usernames, passwords, and/or secure cookies.

5. Internet Connectivity and Transmission: You are responsible for securing an appropriate Internet connection as defined in the Documentation in order to utilize the Visual Communications Platform. You expressly consent to FWI's storage of electronic communications and/or Customer Content to the extent necessary to provide the Cloud Services hereunder, either through FWI directly or through FWI's authorized service providers. As such, Customer acknowledges and understands that Customer's Content and electronic communications may involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by FWI or its authorized service provider. Without limiting FWI's applicable obligations under these Terms and Conditions and applicable law, FWI is not responsible for any electronic communications and/or Customer Content which are delayed, lost, altered, intercepted or stored during the transmission across networks not owned and/or operated by FWI or its authorized service provider. FWI is not responsible for interruption to the Cloud Service caused by outages in Internet connectivity.

ARTICLE II – FEES AND PAYMENT

1. Ordering Documents. User Subscriptions, Device Subscriptions, Professional Services and/or Hardware which shall afford access to the Visual Communications Platform shall be made available once Customer has signed the necessary Ordering Documents.

2. Term. Each Ordering Document shall set forth the Term of the Order which shall commence on the first of the month following the date upon which the Ordering Document is executed by both Parties and shall continue for the length of time referenced on the Ordering Document (the "Term"). If no such Term is identified, the Term shall be three years. The Term of the applicable Device Subscriptions, User Subscriptions and related Professional Services to the extent provided on a subscription basis shall be automatically renewed for successive one year terms, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then existing Term.

3. Fees and Payment. You agree to pay all fees arising from Your purchase of the Subscriptions, Professional Services and/or Hardware in accordance with the payment terms specified in the Ordering Document. Except as otherwise specified (i) fees are based on Device and User Subscriptions, Professional Services and Hardware purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Term identified in the Ordering Documents. All fees payable are due within 30 days from the invoice date unless otherwise specified on the Ordering Document. If any invoiced amount is not received by FWI by the due date, then those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

4. Taxes. FWI fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on FWI's net income. If FWI has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides FWI with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Credit Cards and Purchase Orders. Credit Cards will not be accepted for payments above Twenty-Five Thousand Dollars (\$25,000.00) unless You agree to pay a credit card usage fee of 3% in addition to the amounts due to FWI. You may elect to issue a Purchase Order as a condition precedent to FWI invoicing you for amounts due. You agree that any terms included on the Purchase Order which differ or add to those contained in the Ordering Documents or these Terms and Conditions shall have no binding effect on FWI.

6. CPI Increase. Beginning with the first year following purchase of the Device and User Subscriptions, and for each subsequent year thereafter, FWI may adjust the subscription fee and any recurring Professional Services fees by an amount that shall not exceed the increase in the Consumer Price Index (CPI), as of the second calendar month preceding the date

this Order is accepted. FWI shall provide you with advance notice of any such increase.

7. Cost of Third Party Content Subscriptions. If You elect to purchase through FWI certain Third-Party Content Subscriptions, You acknowledge that the costs of such subscriptions, if any, may be increased at the time and in the manner the increases are received from the third party. FWI shall provide You with advance notice of any such increase promptly after FWI receives any such notice from the third party.

8. Suspension/Termination.

a. **Suspension for Delinquent Account.** FWI reserves the right to suspend Your access to and/or use of the Visual Communications Platform if any payment is due but unpaid, but only after FWI has provided You with two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice.

b. **Suspension for Ongoing Harm.** FWI may suspend access to the Visual Communications Platform if FWI reasonably concludes that Customer's access is being used to engage in activity in violation of these Terms and Conditions, in violation of law and/or is causing immediate, material and ongoing harm to FWI or others, including a threatened security breach. In the event of suspension under this subparagraph, FWI agrees to afford notice to You within 24 business hours of such suspension. In the event that FWI suspends access to the Visual Communications Platform, FWI will use commercially reasonable efforts to limit the suspension to the offending portion of the Visual Communications Platform and work with Customer to resolve the issues causing the suspension. You agree that FWI shall not be liable to You or to any third party for any suspension of the Visual Communications Platform under such circumstances as described in this section. Any suspension under this section shall not excuse Customer from Customer's obligation to make payments under these Terms and Conditions.

c. **Termination for Cause/Expiration.** Either party may immediately terminate these Terms and Conditions and all Ordering Documents issued in the event the other party commits a material breach of any provision of these Terms and Conditions which is not cured within thirty (30) days of written notice from the non-breaching party ("Termination for Cause"). Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination of these Terms and Conditions, You shall have no rights to continue use of the Visual Communications Platform. If these Terms and Conditions are terminated by You for any reason other than a Termination for Cause expressly permitted herein, then FWI shall be entitled to all of the fees due under these Terms and Conditions for the entire Term. If these Terms and Conditions are terminated for cause as a result of FWI's material breach of these Terms and Conditions, then You shall be entitled to a refund of the pro rata portion of any User of Device subscription fees paid by You to FWI under these Terms and Conditions for the terminated portion of the Term.

ARTICLE III - SUPPORT AND MAINTNANCE SERVICES; MODIFICATIONS TO VISUAL COMMUNICATIONS PLATFORM

1. Support Services and Professional Services. As part of the Subscription License fee, FWI will provide You with Documentation and other online resources to assist You in Your use of the Visual Communications Platform ("Support Services"). FWI also offers optional "for fee" enhanced Support Services and Professional Services.

2. Modifications. FWI may make modifications to the Visual Communications Platform from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. FWI reserves the right to discontinue components of the Visual Communications Platform at the conclusion of Customer's then current user and Device Subscription Term.

3. Service Monitoring and Analyses. FWI continuously monitors the Cloud Service to help resolve service requests; to detect and address threats to the functionality, security, integrity, and availability of the Cloud Service; and to detect and address illegal acts or violations of FWI's Acceptable Use Policy. FWI monitoring tools do not monitor any Customer Content residing in the Cloud Service, except as needed for such purposes. FWI does not monitor, nor address issues with, non-FWI software provided by Contractor or End User, or any use of the Cloud Service which includes links, integrations or an API which may be used to facilitate integrations to or from third party products or services ("Third Party Applications"). If Contractor and/or End User elect to use the Cloud Service to integrate with, enable, access or use an API to interact with such Third Party Applications it does so at its own risk and FWI has no responsibility or liability for the security, availability, or integrity of data processed by or through such Third Party Applications. For the avoidance of doubt, Contractor acknowledges that any Third Party Application providers are not a subcontractor of FWI and therefore any regulatory requirements including privacy-based data processing agreements that may be required are the responsibility of the Contractor and/or End User.

4. Modifications and Updates to Visual Communications Platform.

a. **Updates and Error Corrections to Visual Communications Platform.** FWI reserves the right to periodically perform error corrections, bug fixes, patches or other updates to the Visual Communications Platform in accordance with the Maintenance Services provided. All bug fixes, patches, updates or other modifications shall automatically be considered part of the Visual Communications Platform, subject to the provisions of these Terms and Conditions, and shall be the sole property of FWI.

b. **No Responsibility for Updates or Bug Fixes to Operating Systems, Third Party Software or Third Party Content Feeds Used in Conjunction with the Visual Communications Platform.** While FWI is responsible for updates and error corrections to its proprietary Visual Communications Platform, FWI is not responsible to maintain or update the operating systems or other types of third-party software or content systems that You may choose to access or

utilize in conjunction with the Visual Communications Software. Specifically, while You may choose to retain FWI to configure hardware and content player devices to Your specifications with the operating system and third party software and content feeds of Your choice, FWI takes no responsibility to update or maintain those operating systems, third party integrations or third party software, including any malware protection. FWI recommends that You incorporate any content players and devices into Your standard end-point hardening baselines, patch deployment programs, and malware protection protocols.

c. **New Releases.** New Visual Communications Software releases applicable to the version sold plus all sequential .x releases for the version sold are included with the Subscription Fee. However, You acknowledge that Your specific data security requirements or the architecture of your particular environment may in some situations preclude You from implementing these new releases. To the extent such circumstances arise, FWI agrees to work with You in good faith to maximize Your access to future enhancements without compromising Your chosen architecture or data security requirements.

5. Visual Communications Service Options.

a. **Hosted and On Premises Models.** FWI offers a database and infrastructure hosting service as well as an option to install various components of this database and infrastructure on premises. The specific terms governing the installation method chosen by You shall be set forth in the applicable Ordering Document(s). If a hosted model is chosen, the data may be stored and accessed via a shared server or a dedicated server according to Your data security needs and as described in the Ordering Document(s).

b. **Standard Maintenance Services.** FWI's standard Visual Communications Software Maintenance Service includes the following:

i. **Visual Communications Platform Upgrades.** During the Term, FWI shall support the version of the Visual Communications Platform sold, including any minor versions of the Visual Communications Software, which may include but are not limited to enhancements to or bug fixes for the Visual Communications Platform. Customer acknowledges that any Visual Communications Software hosted by the Customer may need to be upgraded in order to take advantage of any new features, security fixes, or bug fixes and this includes the ability to leverage any new major or minor releases of the Visual Communications Software hosted in the Cloud Service.

ii. **Website Service.** FWI shall provide You with access to FWI's web site which contain reference materials and provide You the ability to electronically access, install and download upgrades to the Visual Communications Software as they are made available. A Visual Communications Software upgrade will be supported for at least six (6) months after issuance of the next replacement upgrade. Notwithstanding any other provision in this agreement, FWI reserves the right to discontinue a software product and will notify You about the remaining service period which shall be no less than six (6) months by publication on FWI's website.

iii. **Call-In Maintenance Service for Visual Communications Software.** In accordance with the applicable Ordering Documents, Maintenance Service is available to You 7 days a week, 24 hours a day.

6. Third Party Content Subscription Offerings. FWI offers the opportunity to integrate with a variety of Third-Party Content Subscriptions, product and management services which may or may not include third party software. Some of these third party subscriptions are offered free of charge while others may require a separate subscription fee. If You choose to subscribe through FWI to a Third-Party Content Subscription service, FWI grants to You a nonexclusive Subscription according to the terms of such Third Party Content Subscription provider, and You hereby agree to pay the subscription fees where applicable and abide by the specific licensing terms of that third-party as set forth in the applicable Ordering Document(s), and/or click-through licensing terms. These third-party content feeds, products or software, while operating in conjunction with the Visual Communications Platform, are separate and distinct from the Visual Communications Platform. FWI expressly disclaims any representations and warranties related to these third-party products, and further disclaims any any obligations to troubleshoot, upgrade or support these third party content feeds and products.

7. Responsibility for Content Chosen. Other than the content made available to You through FWI Store, it is understood that You bear direct responsibility for the particular content You choose to display or otherwise utilize in the Visual Communications Platform. While FWI may configure and design the manner in which content may be displayed, the particular content accessed and displayed is the sole responsibility of You, for which FWI takes no responsibility and makes no representations as to accuracy, quality, integrity, reliability, appropriateness, legality or accessibility. FWI further disclaims any responsibility to maintain or store any usage statistics for the benefit of You for any particular period of time. You retain all rights, title and interest as applicable in and to the content You furnish to FWI and FWI will not have any interest in, or right to use, the same.

ARTICLE IV – PROPRIETARY RIGHTS, DATA SECURITY AND CONFIDENTIALITY

1. Intellectual Property Rights. All rights, title and interest in and to the Visual Communications Platform (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Visual Communications Platform and any related components provided or developed by FWI) are owned exclusively by FWI. Except as provided herein, the rights granted to You do not convey any rights in the Visual Communications Platform, express or implied, or ownership in any intellectual property rights thereto. You grant to FWI a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Visual Communications Platform (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by You or any Authorized Users related to the operation or

functionality of the Visual Communications Platform. Any rights in FWI's intellectual property not expressly granted herein by FWI are reserved by FWI. FWI service marks, logos and product and service names are marks

of FWI (the "FWI Marks"). Customer agrees not to display or use the FWI Marks in any manner without FWI's express prior written permission.

2. FWI Standard Materials and Tools. You agree that in connection with the provision of the Visual Communications Platform and/or Professional Services hereunder, FWI may provide or use certain pre-existing materials, information, software components and tools that are proprietary to FWI (collectively, "FWI Standard Materials and Tools"). You acknowledge that we have informed You, and we have represented and warranted to You that all right, title and interest in and to all pre-existing FWI Standard Materials and Tools is and remains the exclusive property of FWI. FWI retains the right to re-use, transfer, distribute and provide subscription rights to any of its current and future clients any of its FWI Standard Materials and Tools. For avoidance of doubt, unless specifically identified as "work for hire" in the Ordering Document(s), all Visual Communications Software Products and Professional Services provided hereunder shall be considered preexisting FWI Standard Materials and Tools.

3. Ownership of Customer Content. FWI agrees that all assets, content and intellectual property supplied by You ("Your Content and Property"), including any derivative works of Your Content and Property, shall remain the exclusive property of You. FWI shall treat Your Content and Property in accordance with the requirements and conditions set forth below. You agree that in connection with the provision of the Visual Communications Platform, FWI may store Your Content and Property for a period of time consistent with FWI's standard business processes for the Visual Communications Platform. Following expiration of the Ordering Document or a Customer account, if applicable, FWI may deactivate the applicable Customer account(s) and delete any Customer Content therein. FWI shall not provide the Customer Content to any third parties except as necessary to support the Visual Communications Platform in accordance with the terms herein.

4. Confidentiality.

a. Acknowledgement. You agree that the resources made available to You as it pertains to the Visual Communications Platform, including the Documentation and the Ordering Document(s), contain valuable proprietary information and trade secrets of FWI and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree to treat (and take precautions to ensure that Your Authorized Users, employees, contractors, agents and representatives treat) the Visual Communications Platform, Documentation and the contents of Ordering Document(s) as Confidential Information in accordance with the confidentiality requirements and conditions set forth below.

b. Mutual Obligations Regarding Confidential Information. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising a reasonable degree of care in the protection of Confidential Information).

c. Utilization of Confidential Information. You agree that utilization of FWI's Confidential Information shall be solely for the purpose of utilizing the Visual Communications Software and shall not be used for any other purpose. You shall not use FWI's Confidential Information to develop or sell software products or services that are competitive with our Visual Communications Platform and/or Professional Services. Similarly, FWI agrees that it shall utilize Your Confidential Information solely for the purpose of providing the Visual Communications Platform and Professional Services set forth in the Ordering Documents and for no other purpose.

d. Injunctive Relief. You acknowledge that the unauthorized use, transfer or disclosure of Confidential Information, including the Visual Communications Platform and/or the Documentation or copies thereof will (i) substantially diminish the value to FWI of the trade secrets and other proprietary interests that are the subject of these Terms and Conditions; (ii) render FWI's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If You breach any of Your obligations with respect to the use or confidentiality of FWI's Confidential Information, FWI may, in addition to any other legal or equitable rights or remedies which may be available seek equitable relief against You to protect its interests, including, but not limited to, preliminary and permanent injunctive relief without necessity of proving actual damages or posting bond.

5. Non-Solicitation. During the Term of these Terms and Conditions and for a period of two years thereafter, You agree not to solicit any FWI employee to leave their employment with FWI in order to pursue employment with You, or to pursue any other engagement outside of their duties and responsibilities with FWI.

6. Deployment of Confidential or Sensitive Data. You agree that in utilizing the Visual Communications Platform, the architecture of the solution is critical to enhancing data security protections and compliance with applicable data security laws. Where a use case seeks to deploy confidential, regulated or sensitive data, that substantive data should remain at all times behind Your firewall. In this respect, You agree that You shall not push and/or store sensitive, regulated, and/or personal identifiable information in or through any environment hosted by FWI without first notifying FWI and executing a privacy data processing agreement with FWI. In this circumstance, the specific type of regulated data to be deployed shall be discussed with FWI and, where necessary, the solution architected by an FWI employee in an applicable Statement of Work. Once architected by FWI, Customer agrees to push identified regulated data to FWI Cloud, and not to any other environment hosted by FWI. Customer further acknowledges that it has sole control over the nature and scope of the Customer Content processed by the Visual Communications Platform and the origin and location of Authorized Users. As such, it is Customer's sole responsibility to (i) obtain all required authorizations or consents to deploy Customer Content, and (ii) ascertain that such Customer Content can be processed under these Terms and Conditions in accordance with

applicable law.

7. Data Security

a. **Information Security and Assessments.** FWI shall maintain the security of the Cloud Service and the Customer Content in accordance with industry accepted best practices. FWI is compliant with SSAE18 or then current SSAE standard SOC 2 security framework (including the security, availability, and confidentiality trust principles) and conducts an independent audit of its security program in the form of SSAE18 or then current SSAE standard SOC 2 Type II with a minimum of a continuous 6 month audit period, which includes testing against the security, availability, and confidentiality trust principles by a reputable accounting firm. In the event any negative findings are uncovered during any respective audit period, FWI agrees to mitigate any negative findings in a commercially reasonable timeframe. FWI agrees to provide its then current SSAE18 or then current SSAE standard SOC 2 Type II audit report to Customer upon request to validate FWI's compliance with the SSAE18 or then current SSAE standard SOC 2 security framework.

b. **Disaster Recovery.** During the term of these Terms and Conditions, FWI will maintain and comply with its then-current Disaster Recovery Plans. FWI will test such plans at least annually. Upon written request, FWI will provide (i) a copy of the table of contents to such plan, and (ii) a summary of its annual testing results.

c. **Retention and Destruction.** Upon Customer's written request or termination of these Terms and Conditions, FWI will delete the Customer Content contained within the Cloud Service. FWI will retain automated backup copies and log files generated by the Cloud Service that may contain Customer Content in accordance with FWI's data retention policy. Such backup copies and log files will remain subject to Section 7 of these Terms and Conditions until deleted.

ARTICLE V – WARRANTIES DISCLAIMERS AND EXCLUSIVE REMEDIES

1. Each party represents that it has validly entered into these Terms and Conditions and that it has the power and authority to do so. FWI warrants that during the Term, FWI will perform the Cloud Service using commercially reasonable care and skill in all material respects as described in the Documentation and that FWI will not materially decrease the functionality described in the Documentation during the then-current User and Device Subscription Term.

2. FWI represents and warrants that it is the sole owner of the entire right, title, and interest in and to the Visual Communications Platform, that it has the sole right to grant the license rights hereunder, and that it has not granted license rights to any other entity that would restrict rights granted hereunder.

3. Notwithstanding the warranty provisions set forth herein, all of FWI's obligations with respect to such warranties shall be contingent on Your use of the Visual Communications Platform in accordance with these Terms and Conditions and in accordance with the Documentation. FWI shall have no warranty obligations with respect to any failures of the Visual Communications Platform which are the result of use of the Visual Communications Platform in violation of these Terms and Conditions, or the result of accident, abuse, misapplication, a change in Your IT platform or infrastructure/data systems, extreme power surge or extreme electromagnetic field, or third party applications or services provided by third parties.

4. FWI does not warrant that the Visual Communications Platform will be performed error-free or uninterrupted, that FWI will correct all service errors, or that the Visual Communications Platform will meet all of Customer's requirements or expectations.

5. For any breach of the warranty, Customer's exclusive remedy and FWI's entire liability shall be the correction of the deficient service that caused the breach of warranty, or, if FWI cannot substantially correct the deficiency in a commercially reasonable manner, Customer may terminate these Terms and Conditions for cause.

6. To the extent not prohibited by law, the warranties stated herein are the sole and the exclusive warranties offered. There are no other warranties provided hereunder, either express or implied.

ARTICLE VI – INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Limitations of Liability.

a. **Exclusion of consequential damages.** To the maximum extent permitted by law, in no event shall either party or its Affiliates have any liability to the other party or its Affiliates arising out of or in connection with these Terms and Conditions for any lost profits or revenue or for incidental, consequential, punitive, cover, special, reliance or exemplary damages, or indirect damages of any type or kind however caused, whether from breach or repudiation of contract, breach of warranty, negligence, or otherwise. Certain states and/or jurisdictions do not allow the exclusion of incidental or consequential damages, in which case such damages shall be subject to the limitations set forth below.

b. **Limitations on Liability.** The maximum aggregate liability of either party and its Affiliates arising out of or in connection with these Terms and Conditions, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, or otherwise, shall not exceed the total subscription fees paid during the twelve (12) month period immediately preceding the event out of which the liability arose.

c. **Acknowledgement regarding Exceptions.** Both parties acknowledge that the fees reflect the allocation of risk set forth in these Terms and Conditions and that the parties would not enter into these Terms and Conditions without these limitations on their liability. The limitations of liability set forth in this section shall not apply to: (a) fees due under these Terms and Conditions; (b) a breach of FWI's trade secrets or intellectual property rights under these Terms and Conditions; (c) Customer's gross negligence or willful misconduct in utilizing the Visual Communications Platform or in actions that impact the Visual Communications Platform; and (d) either party's defense and indemnity obligations except as set forth in section 2 below.

2. Indemnification.

a. **FWI's Infringement Indemnity.** Subject to the terms and conditions set forth in this Section 2, FWI shall, at its own expense, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Visual Communications Platform, as used in accordance with these Terms and Conditions, infringes any third party's copyrights or trademarks, or misappropriates such third party's trade secrets and shall indemnify Customer against liability, damages, and costs awarded or entered into in settlement (including reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such Claim(s).

FWI will have no liability for Claims or Losses to the extent arising from (a) use of the Visual Communications Platform in violation of these Terms and Conditions or applicable law, (b) use of the Visual Communications Platform after FWI notifies Customer to discontinue use because of an infringement claim, (c) modifications to the Visual Communications Platform not made by FWI, or (d) use of the Visual Communications Platform in combination with any non-FWI software, integration, application or service to the extent the infringement claim arises from such combination.

If a Claim of infringement as set forth above is brought or threatened, FWI shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such Claim without cost to Customer; (b) to modify or replace all or portions of the Cloud Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate these Terms and Conditions and refund to the Customer a pro-rata refund of the User and Device Subscription fees paid for the terminated portion of the Term. The rights and remedies granted Customer under this Section state FWI's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

b. **Customer's Indemnity.** Through the use of the Visual Communications Platform, You will display content including Your own content, or content procured from external sources. You acknowledge and agree that FWI is not responsible for the legality or accuracy of the particular content You choose to display or the availability of any external content sources. FWI does not endorse any materials available from external sources. You shall indemnify and hold harmless FWI, its officers, agents and employees from and against any Claims, demands, or causes of action whatsoever, of the Visual Communications Software or otherwise caused by the content displayed or data, content or intellectual property supplied by You, if any, Your subsidiaries or their officers, employees, agents or representatives.

You shall indemnify and hold FWI harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology provided herein.

c. **Indemnification Procedures and Survival.** In the event of a potential indemnity obligation under this Section, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section are expressly conditioned upon the indemnified party's compliance with this Section except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section but such obligations shall be reduced to the extent of any damages attributable to such failure.

ARTICLE VII - GENERAL TERMS

1. **Marketing License.** You grant to FWI a worldwide, royalty-free, non-transferable, and non-exclusive limited license to use Your Brand Features and Your non-confidential content for the sole purpose of publicizing that You are a Customer of FWI and are using the Visual Communications Platform. For purposes of this paragraph, Brand Features shall mean the trade names, trademarks, service marks, logos, and other distinctive brand features.

2. **License to Limited Customer Analytics and Use Data.** Your utilization of the Visual Communications Platform generates usage data and analytics relative to frequency and manner of use, as well as amount of contact with interactive screens. FWI may (i) compile statistical and other information related to the performance, operation and use of the Visual Communications Platform, and (ii) use such data and analytics for purposes of security and operations management, to create statistical analyses, and utilize such data in an aggregated and anonymized form for research and development purposes in improving the Visual Communications Platform, demonstrating benefits derived, and enhancing related service offerings.

3. **Surviving Provisions.** Sections IV and VI shall survive any termination or expiration of these Terms and Conditions.

4. **Notice.** All notices, authorizations, and requests in connection with these Terms and Conditions shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day (two days if international) after being sent by overnight courier, charges prepaid; and addressed to the notice address indicated on the Ordering Document.

5. **Entire Agreement.** These Terms and Conditions, together with the Ordering Document(s) and any exhibits or Addenda attached thereto, contain the entire understanding and agreement between the parties respecting the subject matter hereof and are incorporated into these Terms and Conditions by reference, as if fully set forth herein. These Terms and Conditions, any Ordering Document(s) and any such exhibits and Addenda, may not be modified or discharged, and no additional or prior terms shall apply, except by an instrument in writing signed by each party. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of these Terms and Conditions.

6. **Independent Contractor Status.** Each party is an independent contractor in relation to the other party with respect to all matters arising under these Terms and Conditions. Nothing herein shall be deemed to establish a partnership, joint

venture, association or employment relationship between the parties.

7. **Assignment.** Neither these Terms and Conditions nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent, which shall not be unreasonably withheld, and any attempt to the contrary shall be void. Notwithstanding the foregoing, FWI may assign these Terms and Conditions and any applicable Ordering Document(s) to: (i) any successor by merger, acquisition, consolidation or other corporate restructuring; (ii) any parent or majority owned subsidiary; or (iii) any entity which acquires all or substantially all of FWI's assets.

8. **Choice of Law, Venue and Process.**

a. For Customers with a principal place of business located within the United States, the following jurisdiction and choice of law provision shall apply:

These Terms and Conditions and any Ordering Documents issued related to these Terms and Conditions shall be governed by and construed in accordance with the substantive laws of the United States and Colorado, without regard to conflicts of law principles. The parties may initiate any litigation and/or dispute resolution proceeding in the State of Colorado only and irrevocably consent to the exclusive personal jurisdiction therein.

b. For Customers with a principal place of business located in the United Arab Emirates, the following mandatory arbitration provisions, jurisdiction and choice of law provisions shall apply:

Any dispute arising hereunder, including any Ordering Documents and any question regarding its existence, volatility or termination and any subsequent amendments to these Terms and Conditions, including any right or obligation that survives termination or cancellation of these Terms and Conditions will be governed by English Law and referred to and finally resolved by arbitration in accordance with the Dubai International Financial Centre - London Court of International Arbitration (DIFC- LCIA) rules, which rules are hereby deemed to be incorporated by reference into this clause. Each Party waives any right to adjudicate any dispute in any other court or forum, except that a Party may seek interim relief before the start of arbitration as allowed under English Law in the Courts of England and Wales, the courts of the Dubai International Financial Centre or any other court as the enforcing party sees fit. The arbitration will be held in the Dubai International Financial Centre and the parties will abide by any decision in the arbitration. The number of arbitrators shall be one and the language of the proceedings shall be English.

c. For Customers with a principal place of business located anywhere outside the United States but not in the United Arab Emirates, the following mandatory arbitration, jurisdiction and choice of law provisions shall apply:

Any dispute arising under these Terms and Conditions, including any subsequent amendments to these Terms and Conditions and any right or obligation that survives termination or cancellation of these Terms and Conditions will be referred to and finally determined by arbitration in accordance with the World Intellectual Property Organization ("WIPO") rules. Each party waives any right to adjudicate any dispute in any other court or forum, except that a Party may seek interim relief before the start of arbitration as allowed by the WIPO Rules. The arbitration will be held in a location agreed to by the parties. If no such agreement can be reached, the Arbitration will take place in City of New York in the United States and under the substantive governing law of the United States. The parties will abide by any decision in the arbitration. The parties submit to the jurisdiction of the Courts in the United States for interim relief, to compel arbitration and to confirm an arbitration award. The parties agree to accept service of process in accordance with the WIPO Rules and agree that such service satisfies all requirements to establish personal jurisdiction over the parties. Both parties waive application of the Hague Convention for Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

9. **Mediation.** The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms and Conditions by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures. Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy, and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

10. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, INCLUDING THE SERVICES CONTEMPLATED HEREBY.

11. **Counterparts and Electronic Signatures.** Delivery of an executed counterpart of these Terms and Conditions or any Ordering Document(s) by facsimile or email shall be effective as delivery of a manually executed counterpart of these Terms and Conditions. The execution of these Terms and Conditions, Ordering Document(s) or any exhibit thereto by electronic signature shall constitute a valid and binding signature.

12. **Captions.** All captions and headings in these Terms and Conditions are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

13. **Severability.** If any provision of these Terms and Conditions shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[Signature page to follow]

Texas A&M Forest Service
Customer Legal Entity Name

By: Signature on P.O.
Name: Alan Degelman
Title: Purchasing Dept. Head
Date: 7/30/2020

Four Winds Interactive LLC

By: Margat Moellenberg
Name: Margat Moellenberg
Title: President here
Date: July 28, 2020

PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") sets forth the terms and conditions governing the Professional Services offered by FWI pursuant to the Software Subscription Terms and Conditions ("Terms and Conditions") entered into between You and FWI and incorporated herein by reference. The Professional Services are designed to support You in each phase of the solution, from consulting on visual communications strategy, to implementation, and finally to ongoing support and management of the Visual Communications Platform. While You may choose to manage Your own visual communications network, FWI offers You the ability to out-source this responsibility to FWI through various managed services offerings as described more fully in the Ordering Documents. Capitalized terms used in this Addendum shall have the meaning defined under the Terms and Conditions.

1. Scope of Services. Subject to the terms and conditions of the Terms and Conditions and this Addendum, FWI will provide Customer with Professional Services as set forth in the applicable Ordering Documents, including where applicable the Statement of Work. In order to render certain types of Professional Services, access to the Customer's cloud environment may be required. Such access shall be addressed with Customer in advance and shall be limited exclusively to the provision of the professional services contracted, and for no other purpose.

2. Change Order Process. If Customer or FWI requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW, the party seeking the change shall propose the applicable changes by written notice. Upon discussion and agreement with the proposed changes, FWI will prepare a Process Change Request ("PCR") describing the proposed changes to the SOW and the applicable change in fees and expenses, if any. PCRs are not binding unless and until they are executed by both parties. Executed PCRs shall be deemed part of, and subject to, this Addendum.

3. Project Materials and Installation Services.

a. Deliverables. For purposes of these Terms and Conditions, Deliverable(s) shall mean the Documentation and/or training materials provided pursuant to the Professional Services performed. Unless specifically identified as a "Work Made for Hire" in an applicable SOW, FWI shall own all rights, title and interest in and to the Deliverables, specifically excluding any Customer Content or information data provided to FWI in performing the Professional Services, which shall remain at all times the property of the Customer. Subject to the terms and conditions of these Terms and Conditions and this Addendum, FWI grants Customer a limited, non-exclusive, non-transferable and terminable license to use the Deliverables solely for Customer's internal operations in connection with its use of the Visual Communications Platform.

b. Tools. Notwithstanding any other provision of this Addendum: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by FWI to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables; and (ii) the term "Deliverables" shall not include such Tools.

c. Installation Services. FWI scopes hardware and installation services based on industry standards and use case. FWI acknowledges Customer's right to select an install method that differs from what has been scoped and recommended by FWI. If Customer elects to proceed with an installation that differs in form or specifications from FWI's recommended practice, Customer assumes responsibility arising from or related to Customer's selected install method. FWI is not responsible for any adverse effect arising from an installation performed in derivation of FWI's recommendations.

4. Third Party Engagements. If You choose to implement the Visual Communications Platform either yourself or through a third party other than FWI or one of its authorized subcontractors, FWI takes no responsibility for the appropriateness, quality or efficacy of the Hardware purchased or Professional Services provided.

5. Out of Scope Items. The following is a list of those items that are outside of the scope of FWI Professional Services engagements, unless expressly stated otherwise in the applicable Statement of Work: Any software features/functionality not based on current Visual Communications Software versions available at the time of implementation kickoff; Data migration or data entry; Any features demonstrated during the sales process but not specifically included in the Statement of Work; Decryption or redistribution of live video or data streams; Creation of any original content such as logos or marks; Converting content into file formats compatible with the Visual Communications Platform; Network configurations; Modifications required to the project plan which are caused by features of Your environment not previously disclosed to FWI; Works Made for Hire, as that term is defined is defined in the United States Copyright Act, 17 U.S.C. § 101), unless expressly identified as such in accordance with 3(a) above.

6. Professional Services Warranty.

a. Professional Services Warranty. FWI warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with the SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards.

b. Disclaimer. Section 7.a. above sets forth the sole and exclusive warranties and remedies related to the professional services, deliverables, and tools under this Addendum. There are no other warranties or conditions, express or implied. Except as provided herein, the Professional Services and Deliverables provided to customer are on an "as is" and "as available" basis.

HARDWARE ADDENDUM

This HARDWARE ADDENDUM sets forth the terms and conditions which will govern Your purchase of Hardware from FWI pursuant to the Software Subscription Terms and Conditions ("Terms and Conditions") entered into between You and FWI and incorporated herein by reference. You acknowledge that FWI is not a manufacturer of Hardware and offers no warranties for the hardware purchased. Any warranties applicable to the Hardware are limited to those provided by the manufacturer and passed through to You. Once Hardware is purchased by You through FWI, the obligation to pay for the Hardware arises, and no return rights exist other than those specifically identified in the Ordering Documents.

For any Hardware purchases over \$25,000 or for any order of custom Hardware, FWI reserves the right to require a 100% deposit prior to the Hardware order being placed. Any additional or different terms in any form delivered by You shall not be honored and shall be null and void unless specifically negotiated and signed by an authorized agent of FWI. FWI does offer various services to support, repair and replace certain types of Hardware purchased through FWI. These service offerings vary depending upon the type of hardware purchased. The terms and conditions governing these service offerings are set forth in the applicable Ordering Documents.

1. **Title; Risk of Loss.** Title to Hardware and risk of loss or damage during shipment pass from FWI to you upon shipment from FWI's facility (F.O.B. Origin, freight prepaid and added) or drop shipment from FWI's supplier. FWI retains a security interest in the Hardware until payment in full is received.
2. **Shipping Costs.** You are responsible for the shipping charges incurred for the delivery of the Hardware. Estimated shipping charges for Hardware purchased by You will be identified on the applicable Ordering Documents. These are estimates only. After the Hardware has shipped, FWI will invoice You for all shipping charges actually incurred, which will be due in accordance with the payment terms set forth on the Ordering Documents and these Terms and Conditions.
3. **Export Hardware Sales.** If this transaction involves an export of items (including, but not limited to commodities, software or technology), subject to the Export Administration Regulations, such items were exported from the United States by FWI in accordance with the Export Administration regulations. You agree that You will not divert, use, export or re-export such items contrary to law. You expressly acknowledge and agree that You will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government.
4. **Warranties.** You understand that FWI is not the manufacturer of the Hardware You may elect to purchase through FWI. Therefore, the Hardware warranties offered are only those of the relevant manufacturer. In purchasing the Hardware, You agree that You are relying on the manufacturer's specifications only. FOUR WINDS INTERACTIVE AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO THE HARDWARE PURCHASED BY YOU INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.
5. **Conditions Beyond FWI's Control.** FWI shall not be responsible for and no liability shall result to FWI or any of its Affiliates for any delays in delivery which result from any circumstances beyond FWI's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God, or acts or laws of any government or agency. Any shipping dates provided by FWI and any purported deadlines contained in any other document are estimates only.
6. **Facilitation of Return for Breach of Manufacturer's Warranty on Hardware Purchased.** FWI will work with you to facilitate a return for breach of a manufacturer's warranty. For a claimed breach of manufacturer's warranty, please contact FWI Support at 877-204-6679, or via email at returns@fourwindsinteractive.com to initiate a return request. Upon receipt of a return request, FWI shall address and make a good faith effort to facilitate the issuance of a Return Merchandise Authorization (RMA) by the manufacturer. If the RMA is issued, You must return the subject Hardware to the manufacturer within thirty (30) days of the RMA issuance date. Nothing within this provision shall prevent You from working directly with the manufacturer on claimed breach of warranty issues. Further, FWI makes no representation and takes no position as to when or if a breach of warranty has occurred or whether an RMA should be issued. To the contrary, FWI offers to facilitate the communication between You and the manufacturer as a service to You, but does not take on any additional obligation as to an ultimate determination of whether a breach of warranty has occurred or whether an RMA should be issued, as those determinations remain within the exclusive province of the manufacturer. Other than facilitating a return of the hardware for breach of warranty, no return rights exist for Hardware purchased unless specifically set forth in the Ordering Documents.
7. **Issuance of RMA.** Hardware for which an RMA has been issued shall be returned undamaged and 100% complete. This includes manufacturer box, UPC label, packing materials, all manuals, blank warranty cards, and accessories. Display boxes can be purchased by You for return of displays that do not have the original packaging. You cannot return displays without Manufacturer packaging for freight damage purposes.

ATTACHMENT A

TEXAS A&M FOREST SERVICE

PURCHASE ORDER

TERMS AND CONDITIONS

1. REQUIREMENTS OF AWARDED BID

- 1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
- 1.6 Bid prices are to be firm for TFS acceptance for 30 days from opening date. Cash discounts offered will be taken if earned.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.8 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.9 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 TFS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

4. DELIVERY

- 4.1 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas.

7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice

referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**

8. PATENTS OR COPYRIGHTS

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

10. BIDDER AFFIRMATION

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

12. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

14. PUBLIC DISCLOSURE

(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, *Texas Government Code*, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

15. REHAB ACT, VEVRAA, SECTION 503

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Services Agreement Addendum

This Services Agreement Addendum ("Addendum") is between Texas A&M Forest Service ("TFS"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas and Four Winds Interactive, LLC ("Contractor") and is incorporated by reference into the purchasing agreement between TFS and Contractor (the "Agreement"). TFS and Contractor may be referred to singularly as a "Party" and collectively as the "Parties." If there is any conflict or contradiction between the provisions of the Agreement, including any attachments, exhibits or addenda thereto, and those in this Addendum, this Addendum will control and Contractor waives any claim to the contrary.

1. **Term Length and Termination.** If no definitive Term is stated in the Agreement, the Term will not exceed five (5) total years. TFS may terminate the Agreement, without cause, at any time upon providing at least thirty (30) days written notice to Contractor. TFS will only be liable for payment for services received prior to the effective date of such termination.
2. **Payment Terms.** Payment terms for amounts due from TFS to Contractor under the Agreement (including due dates and late fees) are governed by Chapter 2251 of the Texas Government Code.
3. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arises, until such debts or delinquencies are paid in full.
4. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the Contractor certifies that the individual or business entity name in the Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate."
5. **Certification Concerning Financial Participation.** Pursuant to Section 2155.004, Texas Government Code, the Contractor certifies that it is not ineligible to receive the contract or payments under the Agreement and acknowledges that the Agreement may be terminated and/or payments may be withheld if this certification is inaccurate.
6. **Tax Certification.** If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code, then Contractor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Contractor is exempt from the payment of franchise (margin) taxes.
7. **Tax Exemption.** TFS will not be required to pay any taxes for which it can demonstrate an exemption.
8. **Indemnification.** Contractor agrees to indemnify and hold harmless TFS from any claim, damage, liability, expense or loss to the extent arising out of Contractor's negligent or willful errors or omissions under the Agreement.
9. **Independent Contractor.** Contractor is an independent contractor, and neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of TFS. TFS will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TFS relative to conduct on its premises (if applicable).
10. **Previous Employment.** Contractor acknowledges and understands that Section 2252.901, Texas Government Code, prohibits TAMUS from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by TFS within the past twelve (12) months. Contractor certifies that no TAMUS member has previously designated the Contractor's employees or officers performing under the Agreement as Not Eligible for Rehire. If Contractor is an individual, by signing this Addendum, Contractor certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations in the Agreement.
11. **Representations and Warranties by Contractor.** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (ii) it is duly authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and deliver the Agreement; and (iv) the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
12. **Breach of Contract Claims.** To the extent that Chapter 2260, Texas Government Code, is applicable to the 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, will be used by the Parties to attempt to resolve any claim for breach of contract made by Contractor against TFS that cannot be resolved in the ordinary course of business. The Associate Director for Finance and Administration of TFS shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The Parties hereto specifically agree that (i) neither the execution of the Agreement and/or this Addendum by TFS nor any other conduct, action or inaction of any representative of TFS relating to the Agreement and/or this Addendum constitutes or is intended to constitute a waiver of TFS's or the State's sovereign immunity to suit; and (ii) TFS has not waived its right to seek redress in a court of law.
13. **Loss of Funding.** Performance by TFS under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas A&M University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TFS will issue written notice to Contractor and TFS may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TFS.
14. **Audit.** Contractor understands that acceptance of funds under the Agreement constitutes Contractor's acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor") to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
15. **Inapplicable Provisions.** None of the following provisions, if they appear in the Agreement, shall have any effect or be enforceable against TFS: (i) requiring TFS to maintain any type of insurance either for TFS's benefit or for Contractor's benefit; (ii) renewing or extending the initial Agreement term or automatically continuing or renewing the original Agreement term; (iii) binding TFS to any arbitration, to the decision of any arbitration board, commission, panel or other entity, or to any other alternative dispute resolution other than is provided herein; (iv) requiring TFS to indemnify Contractor from/against any claims, damages, suits, penalties, fines and/or costs resulting from the negligence or intentional acts of Contractor or Contractor's employees, representatives or agents; (v) limiting the time within which TFS may file a lawsuit based on a claim that the contractor/vendor has breached the contract's terms and conditions.
16. **Limitations.** As a state agency, TFS is subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to TFS's indemnification of other parties; liability for other parties' acts or omissions; disclaimers and limitations on other parties' liability; earned money/deposits; liens on TFS property; liquidated damages; cancellation penalties, waivers, disclaimers, and limitations on legal rights and remedies; granting of control of litigation or settlement to other parties; payment of other parties' attorney fees or court costs; and those addressed elsewhere in this Addendum (collectively "Limitations"). Terms and conditions of the Agreement relating to the Limitations will only be binding on TFS to the extent permitted by the Constitution and the laws of the State of Texas.
17. **Force Majeure.** Neither Party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of a Party and which by due diligence it is unable to prevent or overcome.
18. **Governing Law, Venue & Statute of Limitations.** The Agreement and the applicable statute of limitations for any cause of action brought by or against TFS pursuant to the Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. Pursuant to Section 85.18, Texas Education Code, Brazos County is the mandatory place of venue for suit on or in respect of the Agreement.
19. **No Financial Interest.** Neither Party nor its employees, agents, representatives or consultants will assist or cause any TFS employee to violate TFS's Conflicts of Interest

Policy or applicable state ethics laws or rules. To the best of Contractor's knowledge, no member of the TAMUS Board of Regents has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

20. Public Information Act. A.) Contractor acknowledges that TFS is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. B.) Upon TFS's written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to TFS in a non-proprietary format acceptable to TFS. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TFS has a right of access. C.) Contractor acknowledges that TFS may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
21. Records Retention. Contractor will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
22. Conflict of Interest. By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

23. Prohibition on Contracts with Companies Boycotting Israel. Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 24. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
 25. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
 26. Work Made for Hire. Any work performed by Contractor shall be considered a "Work Made for Hire" as defined in the Copyright Law of the United States, and shall be owned by and for the express benefit of TFS, including but not limited to, the right to make changes to the work as TFS deems necessary. In the event it should be established that such work does not qualify as a Work Made for Hire, Contractor agrees to and does hereby assign to TFS all of Contractor's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.
 27. Counterparts/Electronic Signatures. The Agreement and this Addendum may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of the Agreement and this Addendum, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- AGREED AND ACCEPTED this 30th day of July, 2020.

Texas A&M Forest Service	Four Winds Interactive, LLC
By: <u>Robby DeWitt</u>	By: <u>Margie Woodbury</u>
Printed Name: Robby DeWitt	Printed Name: Margie Woodbury
Title: Associate Director for Finance and Administration	Title: President