

VENDOR

PURCHASE ORDERTEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENTOrder Date
08/25/2025

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)

P500430

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.**INVOICE TO:**TEXAS A&M FOREST SERVICE
FRP--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424**VENDOR**19010111662
TECHNOSYLVA INC
7590 FAY AVE STE 300
LA JOLLA, CA 92037-4886ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.**SHIP TO:**TEXAS A&M FOREST SERVICE
FRP--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **BEFORE** 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-TM				
1	fiResponse Web Subscription	1	EA	113,900.000	113,900.00
2	fiResponse REMAPP Rostering and Scheduling Subscription	1	EA	16,000.000	16,000.00
3	fiResponse Rinal Fire Report Subscription	1	EA	10,000.000	10,000.00
4	fiResponse Desktop Subscription	1	EA	12,500.000	12,500.00
5	fiResponse Mobile Subscription	1	EA	25,600.000	25,600.00
6	Premier Support	1	EA	17,500.000	17,500.00
7	Professional Services: Three AVL Integrations	3	EA	10,000.000	30,000.00
8	Professional Services: Discovery + Onsite Meeting Fee (travel included)	1	EA	20,000.000	20,000.00
				TOTAL	245,500.00
	SUBSCRIPTION PERIOD - JANURAY 1, 2025 - DECEMBER 31, 2025				
	EXEMPTION FROM COMPETITIVE BIDDING - SOFTWARE MAINTENANCE, SUBSCRIPTION, AND ANNUAL HOSTING FEES. QUOTE ATTACHED. PROPRIETARY SOURCE JUSTIFICATION LETTER ATTACHED. ALL TS& CS ACCORDING TO CO-25-229 WITH ADDENDUM.				
	VENDOR REF: TECHNOSYLVA				

BGS

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

FOB: NOT SPECIFIED

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

Technosylva Order Form

This Order Form is entered into as of the date of last signature below ("Order Form Effective Date") by and between Technosylva, Inc. ("Technosylva") and Texas A&M Forest Service ("Customer") and is subject to the Technosylva Master Agreement executed by Technosylva and Texas A&M Forest Service on July 24, 2025 ("Agreement").

Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

The pricing and terms stipulated in this Order Form are only valid if Customer signs the Order Form on or before September 12, 2025.

Customer Billing & Contact Information	
Customer Name:	Texas A&M Forest Service ("Customer")
Customer Address:	Texas A&M Forest Service 200 Technology Way, Suite 1162 College Station, TX 77845
Customer Contact:	Curt Stripling cstripling@tfs.tamu.edu (979) 458-6600

The Customer shall pay the Subscription fees set out in the table below. All Subscription fees shall be invoiced on or around the Order Form Effective Date.

Items	Fees
fiResponse Web Subscription	\$113,900.00
fiResponse REMAPP Rostering and Scheduling Subscription	\$16,000.00
fiResponse Final Fire Report Subscription	\$10,000.00
fiResponse Desktop Subscription	\$12,500.00
fiResponse Mobile Subscription	\$25,600.00
Premier Support	\$17,500.00
Professional Services: Three AVL Integrations	\$30,000.00
Professional Services: Discovery + Onsite Meeting Fee (travel included)	\$20,000.00
Total fees	\$245,500.00
Currency	USD

Details	
Technosylva Products	fiResponse
Subscription Period	The Subscription Period will commence on January 1, 2025 and end on December 31, 2025. Annual hosting costs are included in the fiResponse subscription.
Support Services	Technosylva shall provide Support Services for the Technosylva Products to Customer in accordance with the terms set forth at https://drive.google.com/file/d/11gso2q0pXGqItK3--COtWf5RoLic0dB_/view?usp=sharing . Customer has opted for the Premier support plan.

This Order Form is executed by the authorized representatives of each party as of the Order Form Effective Date.

Technosylva, Inc.		Texas A&M Forest Service	
By:		By:	
	Authorized Signature		Authorized Signature
Name:		Name:	
	Printed		Printed
Title:		Title:	
Date:		Date:	



Technosylva Master Agreement

This Technosylva Master Agreement ("Agreement"), effective as of the date last signed below, is made by and between Technosylva, Inc. ("Technosylva"), having its principal place of business at 7590 Fay Avenue, Suite 300, La Jolla, CA 92037 and Texas A&M Forest Service ("Customer"), a member of The Texas A&M University System and an agency of the State of Texas, having its principal place of business at 200 Technology Way, Suite 1120, College Station, TX 77845-3424. Technosylva and Customer may individually be referred to as "Party" or collectively referred to as "Parties".

1. **DEFINITIONS.** The following capitalized terms have the meanings set forth below. Other terms may be defined in the context of their use elsewhere in this Agreement.

1.1. "*Account Data*" means information about Customer that is required to create, administer, and otherwise manage Customer's account for Technosylva Products or related online services. Such information may include Customer's name; the names, usernames, job titles/roles/positions, and business contact information (e.g., email addresses, phone numbers, and office addresses) of Users ; and Customer's billing and payment information.

1.2. "*Affiliate*" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity. Any such entity will be considered an Affiliate for only such time as such ownership or control is maintained.

1.3. "*Authorized Partner*" means a reseller or a distributor authorized by Technosylva to resell Subscriptions to Technosylva Products.

1.4. "*Authorized Partner Order*" means an order placed with Technosylva by an Authorized Partner for a Technosylva Product Subscription sold by such Authorized Partner to Customer.

1.5. "*Customer Data*" means electronic data and information submitted, uploaded, or otherwise made available by Customer to or within the Technosylva Product for storing, hosting, or otherwise processing, any modifications to such data, information made in the course of Customer's operation of such product, other than Usage Data, and any data or information provided to Technosylva for technical support.

1.6. "*Diagnostic and Telemetry Data*" means configuration files, software versions, log files, data used for troubleshooting purposes, diagnostic bundles, and other metadata regarding the Customer's environment.

1.7. "*Documentation*" means Technosylva's online user guides, documentation, and help materials relating to the Technosylva Product.

1.8. "*Effective Date*" means the date last signed below by and between the Parties.

1.9. "*Feedback*" means any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or any of its Users relating to Technosylva Products or services.

1.10. "*Trial Services*" means a trial offering of a Technosylva Product provided by Technosylva to Customer for the purpose of enabling Customer's evaluation of the Technosylva Product prior to potential purchase of a Subscription to the Technosylva Product.

1.11. "*Intellectual Property Rights*" means all patent, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.12. "*Mobile Application*" means the mobile application that may be provided by Technosylva for the Technosylva Product.

1.13. "*Order Form*" means an ordering document between Customer and Technosylva governed by this Agreement by which Customer purchases Subscriptions to Technosylva Products. Order Forms are deemed incorporated herein.

1.14. "*Preview Services*" means certain Technosylva products, features or services that are not yet generally available, including such products, features or services that are designated by Technosylva as "technology preview," "early access," "pre-release," "beta" or similar.

1.15. "*Regulator*" means any federal, state or local governmental authority that the Customer is subject to from time to time.

1.16. "*Subscription*" means a Technosylva offering that provides Customer the right to access and use the Technosylva Product, including applicable Support Services, during the Subscription Period.

1.17. "*Subscription Period*" means the period of time as identified in the applicable Order Form or Authorized Partner Order for which Customer is purchasing and will be entitled to a Subscription to the Technosylva Product.

1.18. "*Support Services*" means the support services provided by Technosylva in connection with Subscriptions to Technosylva Products.

1.19. "*Supplemental Terms*" means any operating rules, policies and procedures that may be published from time to time by Technosylva on Technosylva's website, each of which is hereby incorporated herein by reference and each of which may be modified from time to time by Technosylva without notice to Customer.



1.20. “*Technosylva Product*” means a Technosylva software offering, that is specified in an Order Form or Authorized Partner Order, and which may be provided as a mobile application, on-premise or software as a service product, or a combination thereof.

1.21. “*Third-Party Applications*” means separate services or applications procured by Customer from a party other than Technosylva.

1.22. “*Usage Data*” means Diagnostic and Telemetry Data, metrics data, the metering for billing purposes, any data relating to the operation and/or use by Customer of the Technosylva Product, and information necessary for Technosylva’s administration, operation, and management of the Technosylva Product.

1.23. “*User*” means an employee, contractor, personnel, representative or agent of Customer or a Customer Affiliate who is authorized use the Technosylva Product on behalf of Customer and who has been supplied a user identification and password or similar unique authentication token allowing access to the Technosylva Product by or on behalf of Customer.

2. ORDERS; PROVISIONING; TECHNOSYLVA RESPONSIBILITIES

2.1. Orders by Customer and Customer Affiliates. Customer and its Affiliates may enter into Order Forms with Technosylva. If an Affiliate of Customer enters into an Order Form pursuant to the terms of this Agreement, such Affiliate will be bound by the terms of this Agreement as if it were an original party hereto and all references to “Customer” herein will apply equally to such Affiliate. Each Order Form gives rise to a separate and distinct agreement under this Agreement. Customer Affiliates may only amend, modify or change the terms of this Agreement to the extent that they specifically apply to their Order Form.

2.2. Provision of Technosylva Products and Support Services. Technosylva will (i) make the Technosylva Product available to Customer pursuant to this Agreement and the applicable Order Form or Authorized Partner Order, as applicable, (ii) provide Support Services for the Technosylva Product to Customer in accordance with the terms set forth at <https://drive.google.com/file/d/11gso2q0pXGqItK3--COtWf5RoLic0dB/view?usp=sharing> as such policies and/or support terms may be updated by Technosylva from time to time, and (iii) make the Technosylva Product available in accordance with the terms set out below.

2.3. No Commitments Regarding Future Functionality. Customer’s purchases are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Technosylva regarding future functionality or features.

2.4. Hosting Providers. Technosylva will deploy any applicable software as a service versions of the Technosylva Product in a cloud environment managed by Technosylva. Customer acknowledges that the

Technosylva Products may be hosted by third-party hosting providers (the “Hosting Providers”).

2.5. Data Security. During the term of this Agreement, Technosylva will maintain a formal security program materially in accordance with applicable data security and privacy laws and industry standards under which Technosylva implements and maintains physical, administrative and technical safeguards designed to protect the security and integrity of the Technosylva Product and Customer Data.

2.6. Usage Data. Technosylva may collect and use Usage Data solely for internal business purposes such as to develop, improve, upgrade, enhance, support, and operate Technosylva Products and services. Additionally, Technosylva may use Usage Data to determine fees due from Customer for Technosylva Products for which Technosylva charges fees on a usage or consumption basis. Technosylva may not disclose any Usage Data that includes Customer’s Confidential Information to any third party except (i) in accordance with Section 7 (Confidentiality), or (ii) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer’s Users cannot be identified. For purposes of this Agreement, “Aggregated Data” shall mean aggregate, de-identified data relating to Customer’s access to or use of the Products and Services. Technosylva may only use Aggregate Data for its own internal business purposes such as enhancing the Products and Services and statistical analysis. Technosylva shall ensure that Aggregate Data has been de-identified in accordance with all applicable laws, rules, and regulations.

2.7. Availability. Technosylva will use best efforts to make the Technosylva Product available 24 hours a day, 7 days a week; provided, however, that such availability is subject to the following exceptions: (i) Maintenance Windows (as defined and described below), (ii) Scheduled Upgrade Windows (as defined and described below), (iii) unavailability that arises from Customer’s use of Trial Services or Preview Services, (iv) Technosylva’s suspension or termination of Customer’s right to access and use the Technosylva Product in accordance with the terms of the Agreement, (v) unavailability caused by Customer’s acts or omissions or Customer’s (including any third-party vendor or provider of Customer’s) hardware, software, systems or network, (vi) unavailability caused by Customer’s use of the Technosylva Product other than as authorized under the Agreement, (vii) unavailability caused by circumstances as outlined in Section 12.15 (Force Majeure) (other than one involving Technosylva’s employees), and (viii) , downtime (for which Technosylva did not contribute to), failure or delays as set out in Section 12.3 or caused by denial of service attacks.



“Maintenance Window” means a period of time (i) during which Technosylva may perform general maintenance of, and implement changes and updates to, the Technosylva Product and (ii) with respect to which Technosylva will make commercially reasonable efforts to provide Customer with notification via email at least twenty-four (24) hours in advance of such activities, except that in the case Technosylva identifies a critical security issue requiring immediate attention, Technosylva may, in its discretion, perform the necessary maintenance activities with less advance notice in order to promptly address such critical security issue.

“Scheduled Upgrade Window” means a period of time during which Technosylva may perform upgrade activities within Customer’s Technosylva Product environment. Technosylva will provide Customer with (i) at least two (2) week’s prior notice via email of any planned upgrade activities that may affect the availability of Customer’s Technosylva Product environment (the “Upgrade Notice”), and (ii) an opportunity to indicate a preferred time frame for the Scheduled Upgrade Window that is within the span of time during which Technosylva plans to perform such upgrade activities. Technosylva will make commercially reasonable efforts to accommodate Customer’s preferred time frame but does not guarantee the availability of such preferred time frame however, Technosylva shall not carry out any upgrade activities during any ongoing public safety power shutoff or wildfire events that have been notified to Technosylva by the Customer. The duration of a Scheduled Upgrade Window will vary based on factors including, but not limited to, the type of upgrade and the size and complexity of Customer’s Technosylva Product environment. In the Upgrade Notice, Technosylva will provide Customer with information regarding the estimated time required for the Scheduled Upgrade Window.

2.8. Cooperation with Regulators. Technosylva shall reasonably cooperate with any Regulator on matters directly relating to the Technosylva Product. If Technosylva is required to support the Customer in any meetings with a Regulator, such meetings shall be carried out virtually and will subject to an additional charge at Technosylva’s prevailing rates.

3. CUSTOMER ACCESS AND USE; CUSTOMER RESPONSIBILITIES

3.1. Access and Use. During the Subscription Period and subject to Customer and its Users compliance with the terms and conditions hereof and the applicable Order Form and Documentation: Technosylva will make the Technosylva Product available to Customer, and Customer and its Users may access and use the Technosylva Product, solely for Customer’s internal business purposes.

3.2. Access and Use by Customer Affiliates. An Affiliate of Customer may access the Technosylva

Product for which Customer has purchased a Subscription, provided that, (i) Customer will not allow its Affiliates to use Technosylva’s Products and Services in contradiction with this Agreement, (ii) Customer agrees to be responsible for any activities of such Affiliate in relation to this Agreement, (iii) the Affiliate is not a Technosylva customer under separate contract, nor actively engaged with Technosylva in discussions for the purchase of Technosylva Products at the time an Order Form is executed pursuant to this Agreement, (iv) the Affiliate is not a direct competitor of Technosylva, and (v) all of Customer’s obligations under this Agreement and the applicable Order Form will remain in force and undiminished.

3.3. Customer Responsibilities. Customer will (i) ensure Users’ compliance with this Agreement and will require any contractor of Customer that is a User to (a) protect Technosylva’s Confidential Information (as defined in Section 7.1) under confidentiality obligations substantially similar to those set out in this Agreement, and (b) use the Technosylva Product in accordance with this Agreement in all respects, (ii) be responsible and liable for any breach of this Agreement by any of its Affiliates or by its and their respective Users, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Technosylva Product, and notify Technosylva promptly of any such unauthorized access or use, (iv) keep all passwords and other access authentications and authorizations and methods provided by Technosylva to Customer relating to the Technosylva Product safe and secure and be responsible for all use of the Technosylva Product using such passwords and access authentications and authorizations, (v) use the Technosylva Product only in accordance with this Agreement, the applicable Order Form, the Documentation and applicable laws and government regulations, and (vi) at its own expense, obtain and maintain Internet access and any hardware or software required for Customer and its Users to access the Technosylva Product.

3.4. Use Restrictions. Customer may not (i) make the Technosylva Product available to, or use the Technosylva Product for the benefit of, anyone other than Customer or its Affiliates, (ii) sell, resell, license, sublicense, distribute, rent or lease the Technosylva Product, or include the Technosylva Product in a service bureau or outsourcing offering, (iii) use the Technosylva Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy and/or Intellectual Property Rights, (iv) interfere with or disrupt the integrity or performance of the Technosylva Product, (v) attempt to gain access to the Technosylva Product or its related systems or networks or underlying software, (vi) permit access to or use of the Technosylva Product in a way that circumvents a contractual usage limit, (vii) modify, copy,



use, disclose, alter, translate, or create derivative works of the Technosylva Product or any part, feature, function or user interface thereof or any underlying software, (viii) disassemble, decompile, or reverse engineer the Technosylva Product or any underlying software code (to the extent such restriction is permitted by law), (ix) access or use the Technosylva Product for purposes of monitoring availability, performance or functionality of the Technosylva Product, or for any benchmarking or competitive purposes without the prior written consent of Technosylva, or (x) remove, alter or obscure any proprietary notices on or in the Technosylva Product. Customer may not use the Technosylva Product to violate or attempt to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Such prohibited activities include, but are not limited to, using the Technosylva Product to (i) store or transmit a virus, worm, time bomb, Trojan horse, or other such malicious, harmful, or destructive computer code, files, scripts, agents, programs or similar forms, or use the Technosylva Product to otherwise maliciously disrupt or impede the operation of any System, (ii) access or use any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System, or (iii) monitor data or traffic on a System without permission or authorization.

3.5. Third-Party Applications. Technosylva has no responsibility with regard to any Third-Party Applications that Customer, at its sole discretion, uses in connection with the Technosylva Product. Any procurement or use of a Third-Party Application is solely between Customer and the applicable third party provider, and Technosylva will have no liability for such Third-Party Application.

3.6. Customer Data Obligations; Restricted Data.

3.6.1. Customer Data Obligations. Customer's use of Customer Data in connection with the Technosylva Products must comply with applicable laws and regulations. Customer is responsible for the accuracy, quality and legality of Customer Data, for the means by which Customer acquired Customer Data, and for obtaining all necessary rights, consents and approvals for the Customer Data to be accessed and used as contemplated in this Agreement. Technosylva acknowledges and agrees that it is responsible for maintaining safe backups and copies at least daily of any Customer Data, including as necessary to ensure the continuation of the Customer's and its Affiliates' businesses.

3.6.2. Personal Data. To the extent that Customer Data contains personal data or personal information (as defined under applicable data protection and privacy laws and regulations) and Technosylva processes such data or information on Customer's behalf to deliver the

Technosylva Product ("Customer Personal Data"), this Agreement incorporates the Technosylva Data Processing Addendum set forth at https://drive.google.com/file/d/1mzEJAWX5Mqv_e7011yX-O-3Z0khlaYHK/view?usp=sharing.

3.6.3. Restricted and Prohibited Data. Customer agrees not to upload, submit, disclose, or otherwise provide to the Technosylva Product (i) any protected health information ("PHI") or electronic protected health information ("ePHI") regulated by the Health Insurance Portability and Accountability Act ("HIPAA"), unless the parties have specifically agreed in writing that Customer may do so and have entered into any required additional terms, including without limitation, an appropriate business associate agreement as required by HIPAA; (ii) any Cardholder Data as such term is defined and used in the Payment Card Industry Data Security Standard, unless the parties have specifically agreed in writing that Customer may do so and have entered into any required additional terms related to such Cardholder Data; or (iii) information regulated under the International Traffic in Arms Regulations ("ITAR") of the United States. If Customer uploads PHI, ePHI, Cardholder Data, or ITAR information into the Technosylva Product other than in accordance with this Section 3.5.7.3, Technosylva will have no liability whatsoever under this ESMA relating to such PHI, ePHI, Cardholder Data, or ITAR information, notwithstanding anything to the contrary in this Agreement or in applicable laws or regulations.

4. TRIAL SERVICES; PREVIEW SERVICES AND MOBILE APPLICATION.

4.1. Trial Services. If Customer enters into an Order Form for Trial Services, Technosylva will make the Trial Services available to Customer on a trial basis during the Subscription Period set forth in the applicable Order Form or in the online terms, or if none is specified, then for a period of 30 days (the "*Trial Subscription Period*"). Technosylva may, in its sole discretion, extend the Trial Subscription Period by continuing to provide Customer with access to the Trial Services. Any such extension will be considered part of the Trial Subscription Period, and, in such case, the Trial Subscription Period will end on the date on which Technosylva terminates Customer's access to the Trial Services. Customer may access and use the Trial Services during the Trial Subscription Period solely for the purposes of internal evaluation and for non-production use, and to facilitate Customer's decision with regard to purchasing a Subscription to the Technosylva Product.

4.2. Preview Services. In connection with Customer's Subscription to the Technosylva Product, Technosylva may, from time to time, make Preview Services available to Customer. In addition to adhering to all other terms, conditions and restrictions generally applicable to Customer's use of Technosylva Products under this Agreement and any requirements set forth by



Technosylva in writing regarding the particular Preview Services, Customer agrees that it will not use such Preview Services for production workloads or for any mission critical work. Information pertaining to Preview Services constitutes Technosylva Confidential Information.

4.3. Disclaimers and Limitations of Liability for Trial Services and Preview Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE TERMS OF SECTION 8.2 (TECHNOSYLVA WARRANTIES), SECTION 9.1 (INDEMNIFICATION BY TECHNOSYLVA) AND SECTION 10 (LIMITATION OF LIABILITY) (I) TRIAL SERVICES AND PREVIEW SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, (II) TECHNOSYLVA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TRIAL SERVICES OR PREVIEW SERVICES, AND (III) TECHNOSYLVA HAS NO INDEMNIFICATION OBLIGATIONS WHATSOEVER WITH REGARD TO TRIAL SERVICES OR PREVIEW SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TECHNOSYLVA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH REGARD TO TRIAL SERVICES AND PREVIEW SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE. TECHNOSYLVA DOES NOT WARRANT THAT TRIAL SERVICES OR PREVIEW SERVICES ARE OR WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. IN NO EVENT WILL TECHNOSYLVA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR USE OF DATA, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH TRIAL SERVICES OR PREVIEW SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL TECHNOSYLVA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO TRIAL SERVICES OR PREVIEW SERVICES EXCEED THE AMOUNT OF FIVE THOUSAND UNITED STATES DOLLARS (\$5,000.00 USD). THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Mobile Application. In the event that Technosylva makes the Mobile Application available to Customer subject to the terms of this Agreement, Technosylva grants to Customer a limited, personal, revocable, non-exclusive, nontransferable and non-sublicensable license to install and use the Mobile Application during the Subscription Term. Customer has no other rights in or to the Mobile Application. The Mobile Application is licensed, not sold. The terms of this Agreement apply to any updated, upgraded or new versions of the Mobile Application. Use of the Mobile Application constitutes use of the Technosylva Products. Technosylva may require Users to agree to additional terms and conditions governing use of the Mobile Application, and Customer agrees that its Users will not be permitted to use the Mobile Application unless they agree to such terms and conditions. Customer agrees that from time to time and without notice Technosylva may amend, modify, update or upgrade the Mobile Application or create new versions of the Mobile Application. Customer agrees that Technosylva may automatically update the version of the Mobile Application that a User is using on a mobile device. Customer consents, on behalf of itself and its Users, to such updating on mobile devices. Updates may cause Customer or a User to lose Customer Data, and Technosylva will not be liable for such loss. Customer agrees that Technosylva is responsible for the updates, maintenance and support of the Mobile Application while adhering to the guidelines enforced by the applicable application store. To the extent the Mobile Application contains any third-party software, Customer's and User's rights and obligations with respect to such software will be subject to and governed by the third party's terms and conditions. Technosylva does not make a representation or warranty that the Mobile Application will operate on any particular device or operating system. The Mobile Application is commercial computer software, and to the extent any U.S. government agency uses the Mobile Application, the U.S. government is only granted the limited rights granted to all other Technosylva customers.

5. FEES AND PAYMENT

5.1. Fees. Customer will pay all fees as specified in Order Forms. Unless otherwise stated in an Order Form, Subscription fees, if applicable, will be invoiced upfront upon commencement of the Subscription Period.

5.2. Payment. Customer agrees to pay invoices for fees due to Technosylva in accordance with Texas Prompt Payment Act. Technosylva may elect to charge Customer interest at a rate consistent with the Texas Prompt Payment Act. Except as expressly set forth in this Agreement or an applicable Order Form, all payment



obligations are non-cancelable, and all fees are non-refundable.

5.3. **Payment Method and Currency.** Except as may otherwise be set forth in an Order Form, all payments due under the Agreement will be made (i) by bank wire transfer, electronic ACH deposit or company check in immediately available funds to an account designated by Technosylva, and (ii) in the currency set forth in the applicable Order Form (or USD where no currency is specified).

5.4. **Taxes.** The fees charged hereunder do not include taxes. Customer will pay any and all sales, use, excise, import, export, value added, GST or similar taxes ("*Transaction Taxes*") and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of subscriptions to the Technosylva Products, exclusive of income taxes based on Technosylva's net income. Customer will pay any costs associated with the collection of Transaction Taxes, including penalties and interest. If Customer is required to pay any withholding tax, charge or levy with respect to payments to Technosylva ("*Withholding Taxes*"), Customer agrees to gross up payments actually made to Technosylva such that Technosylva receives sums due in full and free of any deduction of any such Withholding Taxes, subject to Technosylva providing documentation to support the lowest legal withholding rate under the applicable double tax treaty. Technosylva will cooperate with Customer to enable Customer to pay the lowest legal withholding rate by providing any available tax documents in its possession to support such rate. Under current United States income tax laws, Technosylva cannot receive any tax benefits or credits for withheld tax amounts by Customer.

5.5. **Authorized Partner Transactions.** If Customer purchases Technosylva Product offerings from an Authorized Partner, Customer's payment obligations to such Authorized Partner will be as agreed between Customer and such Authorized Partner.

6. PROPRIETARY RIGHTS

6.1. **Technosylva Product.** As between the parties, Technosylva and its licensors and suppliers retain all right, title and interest (including any and all Intellectual Property Rights) in and to the Technosylva Product, Documentation, and any and all underlying technology including all software, content, data and information (other than the Customer Data) and any derivative works of, or modifications or improvements thereto, including without limitation any Feedback that may be incorporated therein (together the "Technosylva IP"). ANY FEEDBACK IS PROVIDED AS-IS, WITHOUT ANY WARRANTIES OF ANY KIND. For the avoidance of doubt, Technosylva may freely incorporate Feedback into Technosylva's products or services, including the Technosylva Products. Subject to the limited rights

expressly granted in this Agreement, Technosylva and Technosylva's and its Affiliates' licensors reserve all of their respective rights, title and interest in and to the Technosylva IP. For clarity, Technosylva may use compilers, assemblers, interpreters and similar tools ("Tools") to develop and provide the Technosylva Product. All such Tools are and shall always be considered Technosylva IP.

6.2. **Customer Data.** As between the parties, Customer and its licensors retain all right, title and interest (including any and all Intellectual Property Rights) in and to Customer Data. Customer hereby grants Technosylva and its Affiliates a non-exclusive, worldwide, royalty-free license (with the right to sublicense to Technosylva's and its Affiliates' Hosting Providers) to host, copy, transmit, display and otherwise process the Customer Data, solely as necessary for Technosylva to provide the Technosylva Product in accordance with this Agreement or as may be required by applicable law. Subject to the limited rights expressly granted in this Agreement, Customer and Customer's and its Affiliates' licensors reserve all of their respective rights, title and interest in and to Customer Data.

7. CONFIDENTIALITY

7.1. **Confidential Information.** "*Confidential Information*" means all information disclosed (whether in oral, written or other tangible or intangible form) by one party or its Affiliate (the "*Disclosing Party*") to the other party or its Affiliate (the "*Receiving Party*") concerning or related to the Disclosing Party or the business relationship between the parties (whether before, on or after the Effective Date) (i) that is marked as confidential information at the time of disclosure or within thirty (30) days after disclosure to the other Party, or (ii) that due to the nature of the information and circumstances surrounding its disclosure would be reasonably understood by a person with no knowledge of the relevant trade or industry to be confidential or proprietary. Confidential Information shall not include information that: (i) is in or enters the public domain without breach of the Agreement and through no fault of the Receiving Party, (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party, (iii) the Receiving Party can reasonably demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information, (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation or (v) Customer Data.

7.2. Confidentiality Obligations.

- a. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take



prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

- b. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.
- c. The Receiving Party (i) will maintain the confidentiality of the Disclosing Party's Confidential Information using the same degree of care that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care, (ii) may not use the Disclosing Party's Confidential Information except to perform its obligations or to exercise or enforce its rights under this Agreement, and (iii) will limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, agents, and contractors ("Representatives") who (a) have a need to know such Confidential Information for the performance or enforcement of this Agreement, and (b) are bound by a written agreement that contains confidentiality obligations and use and disclosure restrictions consistent with the terms of this Agreement. The Receiving Party may, however, disclose Confidential Information to the extent required or compelled to do by law or court order; provided that (i) to the extent permitted by applicable law, the Receiving Party provides to the Disclosing Party prior written notice of the intended disclosure and an opportunity to respond or object to the disclosure, or if prior notice is not permitted by applicable law, prompt notice of such disclosure, and (ii) the Receiving Party must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed.

7.3. Remedy for Breach. The parties agree that the Disclosing Party may, in addition to any other rights and remedies otherwise available, seek injunctive and other

equitable relief in the event of a breach or threatened breach of this Section 7 by the Receiving Party.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1. Mutual Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so, and it has the full right, power, and authority to grant the rights and licenses herein to the other Party.

8.2. Technosylva Warranties. Technosylva warrants that the Technosylva Product will operate in substantial conformity with applicable Documentation and Technosylva's user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Platform and Services that are posted, delivered, or otherwise made available to Customer by Technosylva. Technosylva represent and warrants that it and each of its employees, subcontractors, or agents who will perform the Services will be performed for and delivered to Customer in a diligent, professional, workmanlike manner in accordance with industry standards. For any breach of the foregoing warranties, Customer's sole and exclusive remedies, and Technosylva's sole liabilities, are those described in Sections 11.2 (Termination) and 11.3 (Effects of Termination on Payment). The foregoing warranty will be void and of no effect if the non-conformance was caused by (i) Customer's use of the Technosylva Product not in accordance with the Documentation or otherwise in breach of this Agreement or the applicable Order Form, (ii) modifications to the Technosylva Product by Customer or any third party, or (iii) Customer's or a third-party's hardware, software, services, acts or omissions.

8.3. Customer Warranties. Customer represents and warrants that Customer has, and will have, sufficient rights in Customer Data to grant the rights to Technosylva set forth this Agreement and that the processing of Customer Data within the Technosylva Product pursuant to this Agreement will not violate the rights of any third party.

8.4. DISCLAIMERS. THE TECHNOSYLVA PRODUCTS ARE NOT DESIGNED FOR USE IN, OR EVALUATION OR PLANNING OF, LIFE OR PROPERTY SAVING OR LIFE OR PROPERTY SUSTAINING SITUATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TECHNOSYLVA PRODUCT, DOCUMENTATION AND ANY SUPPORT SERVICES PROVIDED HEREUNDER ARE PROVIDED AS IS. TECHNOSYLVA MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, TECHNOSYLVA SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE



MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TECHNOSYLVA DOES NOT WARRANT THAT THE USE OF ANY TECHNOSYLVA PRODUCT WILL BE UNINTERRUPTED. . TECHNOSYLVA DISCLAIMS ANY AND ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

9. INDEMNIFICATION

9.1. Indemnification by Technosylva. Technosylva will, at its own expense, (i) defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Technosylva Product in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights (a "*Claim Against Customer*"), and (ii) indemnify Customer from and against any damages, reasonable attorney fees and costs finally awarded against Customer by a court of competent jurisdiction, or for amounts paid by Customer under a settlement approved by Technosylva in writing, as a result of a Claim Against Customer, provided Customer (a) promptly gives Technosylva written notice of the Claim Against Customer, (b) gives Technosylva sole control of the defense and settlement of the Claim Against Customer (except that Technosylva may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Technosylva all reasonable assistance, at Technosylva's expense. Technosylva acknowledges that settlements and control of defense may be subject to prior approval of the attorney general of Texas. If Customer's use of the Technosylva Product results in (or, in Technosylva's reasonable opinion is likely to result in) a third party claim of infringement or misappropriation, Technosylva may, in its sole discretion, and, at no cost to Customer, (i) modify the Technosylva Product so that it no longer infringes or misappropriates third party rights, (ii) obtain a license for Customer's continued use of the Technosylva Product in accordance with this Agreement, or (iii) terminate Customer's Subscription to the Technosylva Product upon thirty (30) days' written notice to Customer and refund to Customer any prepaid fees covering the remainder of the Subscription Period of the terminated Technosylva Product Subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from (i) Customer Data, (ii) modification of the Technosylva Product other than by Technosylva, (iii) Customer's or a third party's software, hardware or services, (iv) the combination, operation or use of the Technosylva Product with equipment, devices, software, services or data (including without limitation Customer Data) not supplied by Technosylva, if a claim would not have occurred but for such combination, operation or use; (v) software that is available under an open source license (including, for example, but without limitation, software made available by the Apache

Software Foundation and licensed under the terms of the Apache License v. 2.0) ("*Open Source Software*"), if the claim of infringement or misappropriation does not allege that the infringement or misappropriation arises from elements of Technosylva Product other than Open Source Software; or (vi) Customer's negligence, willful misconduct or use of the Technosylva Product other than in accordance with the this Agreement.

9.2. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY

10.1. LIMITATIONS OF LIABILITY. EXCEPT AS SET FORTH IN SECTION 10.2 BELOW, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT:

(I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, DELAYS CAUSED BY POOR CUSTOMER DATA QUALITY, ANY INTERRUPTION OF BUSINESS, OR EXCLUDING DATA LOSS, FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER FORMS HEREUNDER WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES;

(II) SUBJECT TO SECTION 10.1(III) BELOW, EACH PARTY'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL ORDER FORMS HEREUNDER WILL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID OR PAYABLE TO TECHNOSYLVA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM (THE "*GENERAL LIABILITY CAP*");

(III) IN THE CASE OF CLAIMS ARISING OUT OF A PARTY'S BREACH OF SECTION 2.5 (DATA SECURITY) OR SECTION 7 (CONFIDENTIALITY), WHERE SUCH BREACH RESULTS IN UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, EACH PARTY'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL ORDER FORMS HEREUNDER WILL NOT EXCEED THE LESSER OF TWO TIMES THE GENERAL LIABILITY CAP AND



FIVE HUNDRED THOUSAND DOLLARS (\$500,000) (THE "DATA PROTECTION LIABILITY CAP"); AND (IV) IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP. THESE CAPS ARE NOT CUMULATIVE. IF A PARTY HAS ONE OR MORE CLAIMS SUBJECT TO EACH OF THESE CAPS, THE OTHER PARTY'S MAXIMUM TOTAL LIABILITY FOR ALL SUCH CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE DATA PROTECTION LIABILITY CAP.

10.2. EXCLUSIONS.

10.2.1. THE LIMITATIONS OF LIABILITY IN SECTION 10.1 DO NOT APPLY TO (I) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT OR OTHER LIABILITY WHICH, BY LAW, CANNOT BE LIMITED, OR (II) VIOLATION OF SECTION 3.4. THE LIMITATIONS OF LIABILITY IN SECTION 10.1.(II) AND 10.1.(IV) DO NOT APPLY TO: (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; OR (II) CLAIMS FOR NON-PAYMENT.

10.2.2. LIABILITY RELATING SPECIFICALLY TO TRIAL SERVICES OR PREVIEW SERVICES, IS SUBJECT TO THE TERMS SET FORTH AT SECTION 4.3 (DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR TRIAL SERVICES AND PREVIEW SERVICES).

10.3. THE TERMS OF THIS SECTION 10 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences as of the Effective Date and continues for a period of 5-years unless earlier terminated as provided herein; provided, however, that the terms of this Agreement shall remain applicable to any Order Form that was executed prior to the expiration or termination of this Agreement but whose period of performance extends beyond the expiration or termination of this Agreement.

11.2. Termination: Additionally, either party may terminate (i) this Agreement (including all Order Forms hereunder or Authorized Partner Orders) if (a) the other party materially breaches the terms of this Agreement or an Order Form and does not cure such breach within thirty (30) days after its receipt of written notice of such breach; or (b) if the other party terminates its business activities or becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (ii) any individual Order Form or Authorized Partner Order if the defaulting party fails to perform any material provision of

this Agreement with respect to such Order Form or Authorized Partner Order and does not cure the breach within thirty (30) days after receipt of written notice thereof. Termination or expiration of an individual Order Form or Authorized Partner Order will not affect any other Order Form, Authorized Partner Order or this Agreement except with respect to such terminated Order Form or Authorized Partner Order. If there is no Order Form or Authorized Partner Order then-currently in effect, either party may terminate this Agreement upon fifteen (15) written notice to the other party without being considered a breach.

11.3. Effects of Termination on Payment. If this Agreement or any Order Form or Authorized Partner Order is terminated by Customer in accordance with Section 11.2 due to material breach by Technosylva, Technosylva will refund, pro-rata, any prepaid fees for Technosylva Products covering the remainder of the applicable Subscription Period after the Effective Date of termination. If this Agreement or any Order Form or Authorized Partner Order is terminated by Technosylva in accordance with Section 11.2, Customer will, in addition to any other remedies available to Technosylva under this Agreement or at law, pay any and all unpaid fees in connection with terminated Order Forms or Authorized Partner Orders. If such fees are attributable to Customer's purchase of a Subscription to a Technosylva Product for a defined Subscription Period, Customer will pay unpaid fees for the portions of such Subscription Period both prior to and after the effective date of termination.

11.4 Technosylva shall hold Customer's Data in confidence. Technosylva shall only use or disclose Customer's Data for the purpose of fulfilling Technosylva's obligations under this Agreement, as required by law, or as otherwise authorized in writing by Customer. Technosylva shall restrict disclosure of the Customer's Data solely to those employees, subcontractors or agents of Technosylva that have a need to access the Customer's Data in order for Technosylva to perform its obligations under this Agreement. Except for Hosting Providers, Technosylva shall ensure that any contracts it has with any subcontractors or agents contain substantially the same restrictions and obligations imposed on Technosylva in this Agreement.

Technosylva shall, within two (2) business days of discovery, report to Customer any use or disclosure of Customer's data not authorized by this Agreement or in writing by Customer. Technosylva's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Customer Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Technosylva has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Technosylva



has taken or will take to prevent future similar unauthorized use or disclosure. Technosylva shall provide such other information, including a written report, as reasonably requested by Customer.

Technosylva must promptly notify Customer of any legal request for Customer's data from a third party and take (and assist Customer in taking) appropriate steps not to disclose such Customer data at Customer's expense.

Within thirty (30) days of the expiration or termination of this Agreement, Technosylva, as directed by Customer, shall return all Customer Data to Customer in its possession (or in the possession of any of its subcontractors or agents) or delete all such Customer Data if return is not feasible. Technosylva shall provide Customer with at least ten (10) days' written notice of Technosylva's intent to delete such Customer Data, and shall confirm such deletion in writing.

11.5 Surviving Provisions. The following sections of this Agreement will survive any termination or expiration of this Agreement: 1 (Definitions), 4.3 (Disclaimers and Limitations of Liability for Trial Services and Preview Services), 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.4 (Disclaimers), 9 (Indemnification), 10 (Limitation of Liability), 11.3 (Effects of Termination on Payment), 11.4 (Data Retrieval and Deletion), 11.5 (Surviving Provisions), and 12 (General Provisions).

11.6 Suspension. In addition to any of its other rights or remedies (including, without limitation, any termination rights) under this Agreement, Technosylva reserves the right to suspend provision of the Technosylva Product to Customer (i) if Customer is more than thirty (30) days overdue on a payment obligation in connection with this Agreement, (ii) if Technosylva deems such suspension necessary due to Customer's breach of Sections 3.3 (Customer Responsibilities) or 3.4 (Use Restrictions), (iii) if Technosylva reasonably determines that suspension is necessary to avoid material harm to Technosylva or its customers, including if the Technosylva Product is experiencing a denial of service attack or other attacks or disruptions outside of Technosylva's control, or (iv) as required by law or at the request of governmental entities. Notwithstanding the foregoing, Customer may terminate this Agreement or applicable Order form in the event of a Service suspension that extends for thirty (30) days or more.

12. GENERAL PROVISIONS

12.1. Governing Law and Jurisdiction. This Agreement and Order Forms hereunder are made and will be governed by and construed in accordance with the laws of the State of Texas, excluding its choice of law principles to the contrary. The parties agree that the venue for any

dispute, obligation or action of any kind arising under this Agreement or Order Forms hereunder will be the state or federal courts located in the State of Texas.

12.2. Attorneys' Fees. Subject to the constitution and the law of the State of Texas, in any action to enforce this Agreement or Order Forms hereunder, the prevailing party could be entitled to costs and attorneys' fees from the non-prevailing party.

12.3. Communications Links and the Internet. Technosylva is not responsible for any delays, delivery failures, or any other loss or damage for which Technosylva did not contribute to, resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Technosylva Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Customer is solely responsible for procuring, maintaining and securing its network connections and telecommunications links and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

12.4. Export Compliance. The Technosylva Product and/or other technology Technosylva makes available may be subject to export laws and regulations of the United States and other jurisdictions. Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any third parties to) access or use the Technosylva Product in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to the Technosylva Product any information that is controlled under the U.S. International Traffic in Arms Regulations.

12.5. Government Contracts; Commercial Computer Software. If Customer is a United States government entity, or this Agreement otherwise becomes subject to the Federal Acquisition Regulation (FAR), Customer acknowledges and agrees that Technosylva Products and all related technology and items provided hereunder are provided as "commercial items," "commercial computer software," "commercial computer software documentation" and "technical data" (as such terms are defined in the FAR) with the same rights and restrictions as are customarily provided by Technosylva to its customers generally, as set forth in this Agreement. This is in accordance with FAR 12.211 (Technical Data) and FAR 2.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data



Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation).

12.6. Anti-Corruption Compliance. Each party will comply with all applicable anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act and the U.K. Anti-Bribery Act. Each party acknowledges and agrees that no payment or gift of money of anything of value has been or will be offered, authorized, promised, provided or paid, directly or indirectly, to any government official, state-owned enterprise official, public international organization official, political party official (or candidate for such office) or political party for the purpose of influencing official acts and decisions (including failures to act or decide) in order to assist the other party in obtaining or retaining an improper business advantage. Each party will promptly notify the other party if it receives a request to take any action which may violate its obligations under this Section 12.6.

12.7. Entire Agreement; Addendums; Amendments; and Order of Precedence. This Agreement, including the Addendum, Order Forms, and the exhibits attached hereto, constitute the entire agreement between Customer and Technosylva regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. This Agreement and Order Forms hereunder will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order furnished by Customer, and any additional terms and conditions in any such purchase order will have no force or effect, notwithstanding Technosylva's acceptance or execution of such purchase order. In the event of a conflict between the terms of any Order Form with the terms of this Agreement, the terms of the Order Form will control, but (i) only with respect to the specific Technosylva products and/or services purchased under such Order Form, and (ii) only if the Order Form specifically references the conflicting provision(s) of this Agreement with the intention to supersede such provision(s).

12.8. Assignment. Neither this Agreement or any Order Forms, nor any right or duty under this Agreement or any Order Forms, may be transferred, assigned or delegated by Customer, without the prior written consent of Technosylva, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided that Customer may assign this Agreement and any Order Form(s), including all rights and duties thereunder, to any of its Affiliates, upon written notice to Technosylva, provided further that such Affiliate

agrees in writing to assume all obligations of Customer hereunder. Technosylva may freely transfer, assign or delegate this Agreement and/or any Order Form(s) or its rights and duties under this Agreement and/or any Order Forms without written notice to Customer in the event of a merger, reorganization, or acquisition. Subject to the foregoing, this Agreement and any Order Forms will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

12.9. Marketing Activities. Subject to Customer's express prior written approval in each instance, which may, for the purposes of this Section 12.8, be provided via e-mail, the parties may agree from time to time to collaborate on any or all of the following co-marketing activities: (i) publication of a press release describing Customer's election to use the Technosylva Products, and/or (ii) publication of a written or video success story describing Customer's use of the Technosylva Products. Notwithstanding the foregoing, Customer hereby grants Technosylva permission to include Customer's name and logo on Technosylva's website and public customer lists after receiving written approval as indicated above in this Section. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its' Marks), including all goodwill pertaining to the Marks, are the sole property of that Party.

12.10. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

12.11. No Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.12. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. A waiver of any right under this Agreement must be in writing and signed by an authorized representative of the party waiving such right in order to be effective.

12.13. Severability. If any provision of the Agreement is held to be invalid or unenforceable, (i) all other provisions will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by the Agreement is not affected in any manner adverse to either party, and (ii) the parties will negotiate in good faith to modify the Agreement so as to give effect to the original intent of the parties as closely as possible.



12.14. Section Headings. Section headings in this Agreement are for reference purposes only and will not affect the meaning or interpretation of the Agreement

12.15. Force Majeure. Except for payment obligations, neither party will be responsible for any failure or delay to perform that is due in whole or in part to circumstances beyond its reasonable control including, but not limited to, acts of God, government actions, earthquake, fire, flood, civil unrest, epidemic, pandemic, terrorist acts, war,

embargo, strike or other labor problem (other than involving such party's own employees), inability to secure materials and transportation facilities, Internet service provider failure or delay, denial of service attack, or the intervention of any governmental authority. In the event of any such delay, the date of delivery or performance will be deferred for a period equal to the time lost by reason of the delay.

This Agreement is executed by the authorized representatives of each party.

Technosylva, Inc.

Amber Borchers

By: _____

Name: Amber Borchers

Title: SVP Finance

Date: 7/24/2025

Customer/State of Texas A&M Forest Service

Travis Zamzow

By: _____

Name: Travis Zamzow

Title: Associate Director for Finance and Administration

Date: 7/24/2025

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the Technosylva Master Agreement (“Agreement”) between Texas A&M Forest Service, a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas (“Customer”), and Technosylva Inc. (“Technosylva”), a company with its principal place of business at 7590 Fay Avenue, Suite 300, La Jolla, CA 92037. Customer and Technosylva may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Prompt Pay. Customer’s payment shall be made in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

State Auditor’s Office. Technosylva understands that acceptance of funds under this Agreement constitutes 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. Technosylva agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Technosylva agrees that any payments owing to Technosylva under this Agreement may be applied directly toward certain debts or delinquencies that Technosylva owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Loss of Funding. Performance by Customer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Customer will issue written notice to Technosylva and Customer may terminate this Agreement without further duty or obligation hereunder. Technosylva acknowledges that appropriation of funds is beyond the control of Customer. In the event of a termination or cancellation under this Section, Customer will not be liable to Technosylva for any damages that are caused or associated with such termination or cancellation.

Public Information. Technosylva acknowledges that Customer 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. Upon Customer’s written request, and at no cost to

Customer, Technosylva will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Customer to Customer in a non-proprietary format acceptable to Customer that is accessible by the public. Technosylva acknowledges that Customer 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Technosylva agrees that this Agreement can be terminated if Technosylva knowingly or intentionally fails to comply with a requirement of that subchapter.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and Technosylva to attempt to resolve any claim for breach of contract made by Technosylva that cannot be resolved in the ordinary course of business. Technosylva shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of Customer, who shall examine Technosylva's claim and any counterclaim and negotiate with Technosylva in an effort to resolve the claim. This provision and nothing in this Agreement waives Customer's sovereign immunity to suit or liability, and Customer has not waived its right to seek redress in the courts.

Electronic and Information Resources. Technosylva acknowledges that pursuant to state law, Texas A&M is responsible to ensure that all the electronic and information resources and all associated information, documentation, and support that Publisher provides to Texas A&M under this Agreement comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code Title II of the American with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <http://w3.org/TR/WCAG21>) ("EIR Requirements"), as published by the Web Accessibility Initiative of the World Wide Web Consortium. Technosylva will document its EIR accessibility standards in its Voluntary Product Accessibility Template ("VPAT Report") and agrees to comply with the disclosures made in the VPAT Report. If Customer becomes aware that Technosylva's EIRs result in a direct barrier to an individual, Customer shall promptly notify Technosylva and Technosylva shall, in a timely manner, use commercially reasonable efforts to provide alternative formats of the content for the individual to access the EIRs. In the event that Technosylva is unable to do so, Customer may immediately terminate this Agreement, and Technosylva will provide, within thirty (30) days following the effective date of termination, a pro-rata refund to Customer of all amounts paid by Customer under this Agreement that cover services that have not been delivered by Technosylva as of the date of such termination.

Cloud Computing Services. As of the Effective Date, Technosylva represents and warrants that it is ISO 27001 certified and is currently in the process of obtaining its TX-Ramp, Level 1 provisional certification and thereafter obtain its full certification and maintain such throughout the duration of the Agreement, including any renewal terms. Technosylva shall provide Customer with evidence of its TX-Ramp, Level 1 compliance and certification upon Member's written request.

Cybersecurity Training Program. Pursuant to Section 2054.5192, Texas Government Code, Technosylva and its employees, officers, and subcontractors who have access to Customer's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by Customer. The cybersecurity training program must be completed by Technosylva and its employees, officers, and subcontractors during the term of this Agreement and any renewal period of this Agreement. Technosylva shall verify completion of the program in writing to Customer within the first thirty (30) calendar days of the term and any renewal period of this Agreement. Technosylva acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for Customer to terminate this Agreement without further duty or obligation hereunder.

Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of MEMBER's data. PROVIDER shall periodically provide MEMBER with evidence of its compliance with the Security Controls within thirty (30) days of MEMBER's request.

Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

Export Controls.

Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Technosylva certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

HUB Subcontracting Plan. It is the policy of the state of Texas and Customer to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in Customer contracting and purchasing. Technosylva has indicated it will not subcontract any of its duties or obligations under this Agreement. If Technosylva will subcontract any of its duties and obligations under this Agreement, Technosylva will be required to provide prior written notice to Customer and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

Insurance. Technosylva shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by Technosylva for reason not attributable to Customer or if canceled and/or terminated by Customer for default of performance by Technosylva, then within thirty (30) days after cancellation and/or termination, Technosylva will reimburse Customer for all advance payments paid by Customer to Technosylva that were (a) not earned by Technosylva prior to cancellation and/or termination, or (b) for goods or services that the Customer did not receive from Technosylva prior to cancellation and/or termination.

Franchise Tax Certification. If Technosylva is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Technosylva certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Technosylva is exempt from the payment of franchise (margin) taxes.

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 percent 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. Under Section 231.006, Texas Family Code, Technosylva certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, Technosylva certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Technosylva acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prior Employment. Technosylva acknowledges that Section 2252.901, Texas Government Code, prohibits Customer from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by Customer during the twelve (12) month period immediately prior to the effective date of the Agreement. If Technosylva is an individual, by signing this Agreement, Technosylva represents and warrants that it is not a former or retired employee of Customer that was employed by Customer during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. Technosylva certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of Customer or the A&M System, has a direct or indirect financial interest in Technosylva or in the transaction that is the subject of the Agreement.

Not Eligible for Rehire. Technosylva is responsible for ensuring that its employees involved in any work being performed for Customer under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event Customer becomes aware that Technosylva has a NEFR Employee involved in any work being performed under this Agreement, Customer will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Customer.

Representations & Warranties. If Technosylva is a business entity, Technosylva warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Technosylva has been duly authorized to act for and bind Technosylva.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Customer and Technosylva can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Customer: **Texas A&M Forest Service**
200 Technology Way, Suite 1162
College Station, TX 77845
Attention: Justin Kendall
Phone: 979-458-7373 _____
Email: jkendall@tfs.tamu.edu

Technosylva: **Technosylva, Inc.**
7590 Fay Avenue, Suite 300
La Jolla, CA 92037
Attention: General Counsel
Email: legal@technosylva.com

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Customer is to be in the county in which the principal office of Customer’s governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Customer to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Customer's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Customer except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Customer nor any other conduct, action, or inaction of any representative of Customer relating to this Agreement constitutes or is intended to constitute a waiver of Customer's or the state's sovereign immunity.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

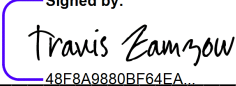
Certification Regarding Boycotting Israel. To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, Technosylva certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the term of this Agreement. Technosylva acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification as to Discrimination Against Firearm Entities. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, Technosylva verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Technosylva acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

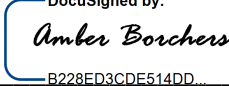
Certification as to Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, Technosylva verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of this Agreement. Technosylva acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

ACCEPTED & AGREED:

Texas A&M Forest Service

Signed by:

 By: 48F8A9880BF64EA...
 Name: Travis Zamzow
 Title: Associate Director for
 Finance and Administration
 Date: 7/24/2025

Technosylva, Inc.

DocuSigned by:

 By: B228ED3CDE514DD...
 Name: Amber Borchers
 Title: SVP Finance
 Date: 7/24/2025

APPENDIX A

A. Technosylva shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Customer. By requiring such minimum insurance, Customer shall not be deemed or construed to have assessed the risk that may be applicable to Technosylva under this Agreement. Technosylva shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Technosylva is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without written notice to Customer at least ten days before the effective date of the cancellation.

1. **Worker's Compensation**

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A., on the information page of the workers' compensation policy, the state in which work is to be performed for Customer. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

If this coverage is waived by System Risk Management, Technosylva, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.

2. **Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures Technosylva's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

3. **Umbrella Liability Insurance** \$5,000,000

4. **Cyber Liability**

Technosylva shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover Technosylva's duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

- B. Technosylva shall deliver to Customer evidence of insurance verifying the existence and actual limits of all insurance upon request.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and Customer as additional insureds up to the actual liability limits of the policies maintained by Technosylva. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and Customer.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Customer ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by Customer prior to the performance of any services by Technosylva under this Agreement. Technosylva shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.

- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to: Justin Kendall, 200 Technology Way, Suite 1162, College Station, TX 77845 jkendall@tfs.tamu.edu
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by Customer in writing.