



Quantified
Communications



MAYS BUSINESS SCHOOL

TEXAS A & M UNIVERSITY

License and Services Agreement

Communication Skills Program

MARCH 2019

CONFIDENTIAL

License and Services Agreement

This agreement is entered into as of (September 1, 2019) (the "Effective Date") between Quantified Communications ("Quantified") and Mays Business School at Texas A&M University ("Mays" or the "Licensee").

1. **License grant and fees.** Quantified grants to the Licensee a non-transferable, non-sublicensable, non-exclusive license for use of Quantified's communication analytics and development platform. The terms of use negotiated and executed 7/25/2019 are attached.

This will include the following:

- **Personal communication assessment and development program.** We'll use our proprietary analytics platform to analyze video presentations from each participant in order to identify top strengths and improvement opportunities across key metrics that are crucial for leadership communication. Each user of Quantified's platform will be guided through applied communications scenarios. Users can submit videos to assess themselves *unlimited* times per scenario. Each video file must be between 3 and 10 minutes in length. The analysis for each video will use Quantified's proprietary scoring system to provide personalized scores.
 - **Communication analytics.** Each user will receive the following comprehensive analytics for each of their videos.
 - **Content analytics.** We use natural language processing and linguistic mapping technologies to analyze the content of the participant's communication.
 - **Delivery analytics.** We use technology like phonetic mapping to assess and measure the non-verbal aspects of communication, such as vocal delivery.
 - **Audience perception analytics.** Like a personal focus group, our algorithmic scoring system provides feedback on presence and predicted audience reaction to help identify exactly how a real audience will react to the communication.
 - **Comparative benchmarking.** We have created a massive communication database that we use to compare each user's communication to benchmarks like Fortune 500 CEOs, top performers, and TED speakers.
 - **Flexible prompts.** Licensee's administrators can, for each communication scenario, provide users with flexible prompts relevant to the key communication goals of the scenario and user population.
 - **Development resources.** Each user will also be given access to personalized development resources based on their scores. Each user will have access to our library of development resources, which include targeted feedback for improvement and best practices videos.
- **Kick-off session.** Included in the subscription fee is an optional 20-30 minute introductory session with users to walk through the platform and best practices on use. Depending on program specifics, this session can take the form of a live webinar and/or a distributed video link of a recorded session. Taking advantage of such a session to kick-off use of the platform can greatly increase initial use by demonstrating the ease with which videos are recorded and uploaded, explaining the scores users will see and what they mean, and showing where on-platform resources can be found to address identified improvement opportunities.
- **Administrator license and support.** Program administrators will have access to each participant's analysis, as well as an aggregate-level analysis to uncover group strengths and development opportunities.

- Licensee's administrators will be able to access and export aggregate data from all program participants, as well as manage users, from within the application.
- Additionally, Licensee will be provided with a dedicated customer support manager who will help kickoff the program and provide regular check-ins and support throughout the Term of the license.
- **Optional: Workshop Session:** A Quantified expert communication coach will conduct an in-person workshop session with all users. Prior to the workshop, participants will be asked to submit at least one video presentation for the initial scenario. Quantified will analyze the results of these submissions and identify trends in strengths and improvement opportunities across the group as a whole. The workshop will then be customized for participants and will include techniques and exercises based on the aggregate data from our analysis and the science behind Quantified Communications. Coaches tie these techniques and exercises directly to the resources found on the platform for participant use going forward. Incorporating a workshop session into the early stages of launching the Quantified platform ensures high initial usage by requiring participants to submit an initial video prior to the workshop, and has shown to result in high continued engagement on the platform by demonstrating the ways in which the resources found on the platform can drive demonstrable improvement.

| Description | License Term | | Type | License Qty. | Fee |
|--|--------------|---------|------------------------|--------------|-----------------|
| | Start | End | | | |
| Communication assessment and development program | 6/1/19 | 8/31/19 | Pro-Rated Subscription | 65 | \$3,250 |
| Communication assessment and development program | 9/1/19 | 8/31/20 | Annual Subscription | 65 | \$13,000 |
| Administrator license and support – included | 6/1/19 | 8/31/19 | Pro-Rated Subscription | | \$0 |
| Administrator license and support – included | 9/1/19 | 8/31/20 | Annual Subscription | | \$0 |
| Total Product and Service Fees: | | | | | \$16,250 |

If Mays would like to expand the program beyond 65 Licenses, we will extend the following pricing schedule for the 2019-2020 academic year:

- 175 Licenses: \$39,825 (includes a 2-hour onsite workshop)
- 400 Licenses: \$70,000 (includes a 2-hour onsite workshop)

Licensee agrees to pay Quantified within 30 days of the invoice, which Quantified will send upon finalization of usage. The licensee shall be responsible for all taxes and duties of any kind associated with this agreement, except for taxes based on Quantified's net income. Travel and out-of-pocket expenses will be billed at cost, with prior approval.

If the number of licenses exceeds the above agreed quantity due to additional program enrollment, Licensee agrees to pay for each additional license at the implied rate per license above for the remaining term of the contract. In the case of participants exiting the program after licenses have been activated, licenses cannot be repurposed to other participants. Any new participants added will need to obtain a new license. A license is considered activated when the user has received a named account and an email informing them of this account.

2. **Term.** This Agreement commences on the Effective Date and continues for a period of 12 months unless terminated by either party (the "Term"). Licenses that have not been activated before the end of the Term, if any, will expire at the end of the Term and therefore no longer be available for use by the Licensee. A License will be considered activated if the user has received a named account. The Agreement will automatically renew for an additional period equal to the Term unless terminated with at least 30 days' notice in writing by either party.

Application Terms of Use

Last Revised on April 15, 2019

1. Background. QC has developed a proprietary, hosted platform (the “Platform”), which includes a service for analyzing communications that may include, without limitation, text and other written content, language, voice and oral communications and facial expressions and physical gestures (“Communications”).
2. Access to Platform
 - (a) Rights to Use the Platform. Subject to the terms and conditions of this Agreement (including payment of all amounts due hereunder), QC hereby grants Customer and its End Users (defined below) a limited, non-exclusive, non-transferable, non-sublicenseable, right and license during the Term to: (i) access and internally use the Platform, solely for its intended purpose, to upload and submit Communications for analysis, and (ii) use the reports, analytics and other data generated by the Platform in connection with evaluating and analyzing the Communications (the “QC Results”) for internal educational purposes.
 - (b) End Users. Customer may permit Customer-affiliated personnel who create and submit Communications (“End Users”) who have agreed to QC’s standard user terms and conditions and privacy policy (collectively, the “User Agreement”) to use the Platform to upload and submit Communications to the Platform for the purpose of obtaining QC Results. Through the Platform, End Users will be able to review QC Results and share certain information regarding the QC Results and the Communications with Customer and other End Users. Pursuant to the User Agreement, QC will provide End Users will various features and services in the Platform, including the ability to [improve the quality of the Communications using the QC Results.]
 - (c) Restrictions. Customer and its End Users may not rent, lease, lend, sell, redistribute, reproduce or sublicense the Platform, or use the Platform as a service bureau. Customer and its End Users may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, create derivative works of the Platform, or any part thereof, or use the Platform

to violate any law or regulation. To the extent the foregoing restrictions are prohibited by applicable law or by an agreement between QC and one of its licensors, the foregoing activities are permitted only to the extent necessary to comply with such law or license(s). Customer shall not exploit the Platform in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

3. Fees and Taxes

(a) Fees. Customer shall pay QC the applicable fees set forth in the Order Form pursuant to the payment terms therein. Any payment not received from Customer when due shall incur interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

(b) Renewal Term Fees. QC reserves the right to increase the pricing for any Renewal Term. At least [sixty (60)] days prior to each Renewal Term, QC will provide Customer with revised pricing applicable to such Renewal Term. If Customer does not object within thirty (30) days, the Agreement will automatically renew at the then current pricing.

(c) Payment Terms. Unless otherwise set forth in the Order Form, all fees shall be due and payable within thirty (30) days of the date invoice is received. Any invoice remaining unpaid for more than thirty (30) days from receipt shall accrue interest at a rate of the lesser of one percent (1.0%) per month, or the highest rate allowed by law. Additionally, QC may also (at its discretion and in addition to other remedies it may have) temporarily suspend Customer's and its End Users' access to the Platform and the App (including removing the Communications) for any invoice that remains unpaid for more than thirty (30) days from receipt. All fees due hereunder shall be paid in U.S. dollars. Payment from TAMU will be due thirty (30) days from the date TAMU receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

(d) Taxes. All amounts payable hereunder by Customer are exclusive of any value added, sales, use, excise or other similar taxes (collectively, "Taxes"). Customer shall be solely responsible for paying all applicable Taxes. If QC has the legal obligation to collect any Taxes, Customer shall reimburse QC upon invoice by QC. If Customer is required by law to withhold any taxes from its payments to QC, Customer shall provide QC with an official tax receipt or

other appropriate documentation to support such payments and take reasonable steps to minimize such payments. As an agency of the State of Texas, TAMU is tax exempt.

4. Intellectual Property

- (a) QC Intellectual Property. QC retains exclusive ownership of all right, title and interest in and to the Platform, and all intellectual property rights therein. Without limiting the foregoing, QC will retain exclusive ownership of (i) all of QC's know-how, concepts, techniques, methodologies, ideas, templates, software, interfaces, utilities and tools, (ii) all updates, modifications, improvements, enhancements and derivative works of the Platform conceived, discovered, developed or reduced to practice, solely or in collaboration with others, and (iii) in each case, all related intellectual property rights. To the extent any QC intellectual property result from access to or the use of Customer Confidential Information, it will constitute QC's intellectual property only if Customer is not identified or reasonably identifiable therein. (By way of example, and not limitation, if QC learns in the performance of its obligations under this Agreement that certain categories of documents tend to have certain style patterns, errors or fields or must meet certain academic requirements, such information shall be QC's intellectual property and nothing in this Agreement will be construed to limit QC from using that intellectual property on an anonymized basis in engagements with other QC customers.)
- (b) Feedback. If Customer or any of its End Users submit comments, suggestions, or other feedback regarding the Platform or the Platform to QC ("Feedback"), Customer agrees that QC will own all intellectual property rights to such Feedback without accounting or obligation to Customer.
- (c) Customer Intellectual Property. Except as specifically set forth in this Agreement, Customer retains ownership of all right, title and interest in and to the Communications, the QC Results, and the Marks (defined below), and all intellectual property rights therein.
- (d) License to Communications and QC Results. Customer hereby grants to QC a perpetual, non-exclusive, transferable, sublicensable, royalty free license to use the Communications and QC Results to provide the Platform to Customer and its End Users, and to publish such Communications, QC Results and related information to the Platform for End Users to view and interact with the Communications and QC Results. Additionally, Customer hereby

grants to QC a perpetual, non-exclusive, transferable, sublicensable, royalty free license to use such Communications and QC Results to create, extract or otherwise generate, compile, synthesize and analyze such Communications and QC Results in order to monitor and improve the Platform, including without limitation to improve the Platform's capabilities, ("Blind Data"); provided that such Blind Data will not contain personally identifiable information or identify Customer or its End Users as the source of such data. Notwithstanding anything in this Agreement to the contrary, to the extent that QC collects or generates Blind Data, Customer hereby grants QC a perpetual, non-exclusive, transferable, sublicensable, royalty free, fully paid up license to use such Blind Data for any lawful business purpose.

(e) Trademark License. Customer hereby grants to QC a non-exclusive, non-transferable (except in connection with a permitted assignment of this agreement) license during the Term to use the trademarks, logos and associated branding provided by Customer to QC in connection with this Agreement (the "Marks") in order to provide the Platform to Customer. QC's use and display of the Marks must be approved and comply with the branding guidelines required by TAMU's Office of Business Development. Customer acknowledges that QC may refer to Customer as a customer of QC and include the Marks and information regarding Customer's use of the Platform in QC's marketing materials, list of customers and on QC's website.

(f) Reservation of Rights. Each party reserves all intellectual property rights not expressly granted to the other party in this Agreement. Except as expressly stated, nothing herein shall be construed to directly or indirectly grant to a receiving party any right, title or interest in a providing party's intellectual property rights in services or materials furnished by such providing party hereunder.

5. Term, Suspension and Termination

(a) Term. The term for this Agreement shall commence on the Effective Date and continue in effect for the initial term set forth in the Order Form ("Initial Term"), unless earlier terminated as set forth herein. Thereafter, this Agreement will automatically renew for successive terms of one (1) year each (each, a "Renewal Term"), unless either party provides written notice of its intent not to renew thirty (30) days prior to the expiration of the then current Term. The initial terms plus any additional terms shall not exceed five (5) years without written

approval. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."

(b) Termination. Notwithstanding anything to the contrary, this Agreement may be terminated as follows by either party: (i) upon written notice to the other party of a material breach of this Agreement by the other party, which breach the other party does not cure within thirty (30) days after receipt of written notice of the material breach; or (ii) in the event the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business. Notwithstanding the termination of this Agreement for any reason, neither party will be relieved of any duty, obligation, debt or liability that arose or accrued prior to the effective date of termination. This Agreement may be terminated without penalty, by the TAMU without cause by giving thirty (30) days written notice of such termination to the QC. In no event shall such termination by TAMU as provided for under this Section give rise to any liability on the part of TAMU, but not limited to, claims of QC for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TAMU's sole obligation hereunder is to pay QC for products and/or services ordered and received prior to the date of termination.

(c) Suspension. In the event that Customer does not pay any fees when due under this Agreement, QC may suspend all Services without any liability to Customer until Customer has paid all such fees.

(d) Survival. Any provision that, by its terms, is intended to survive the expiration or termination of this Agreement shall survive such expiration or termination, including Sections: 3 (Fees and Taxes) (as to amounts owed as of termination); 4 (Intellectual Property); 5(d) (Survival); 7 (Representations and Warranties); 8 (Indemnification); 9 (Confidential Information); 10 (Acknowledgment; Disclaimer of Warranties); 11 (Limitation of Liability); and 12 (Miscellaneous).

6. Support

(a) Support Services. [During the Term, QC will provide Customer with [email support regarding use of the Platform, including basic trouble shooting regarding uploading errors.] Support inquiries made via email will be serviced and responded to by QC customer service personnel. QC will use commercially reasonable efforts to respond to such inquiries within [forty-eight (48) hours.]]

(b) Maintenance; Availability. Scheduled system maintenance shall take place from time to time, and during such time, the Platform may be unavailable. Emergency maintenance may be required at other times in the event of system failure. [QC makes no guarantees about Platform uptime.] QC makes no representation that the Platform is available or permitted in any particular location. Use of the Platform is void where prohibited. Customer uses the Platform at its own initiative and is responsible for compliance with any applicable laws in connection with Customer's use thereof. QC may also impose limits on the use or access to the Platform.

7. Representations and Warranties

(a) General. QC and Customer each represents to the other that: (i) it has the necessary power and authority to enter into this Agreement; (ii) the execution and performance of this Agreement have been authorized by all necessary corporate or institutional action; (iii) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, bylaws or comparable organizational documents of such party; (iv) no action by any governmental organization is necessary to make this Agreement valid and binding upon such party; and (v) it possesses all governmental licenses and approvals necessary to perform its obligations under this Agreement.

(b) FERPA. If Customer is an educational institution, Customer represents that it will at all times during the Term comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. pt 99, ("FERPA") and other laws with respect to the Communications and its use of the Platform under this Agreement.

(c) Consents and Approvals. Customer hereby represents that it has obtained, and covenants to obtain, all required consents or approvals that are necessary to allow QC to collect, process, use and store Communications. QC's performance hereunder is specifically conditioned on Customer's receipt of such consents and approvals.

8. Indemnification

(a) QC Indemnification. QC agrees that Customer shall have no liability and QC shall indemnify, defend and hold Customer harmless against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or paid in settlement to the extent arising from any action or claim of a third party (collectively, "Losses") asserting that the Platform infringes the intellectual property or other proprietary rights of such third party. QC's obligations under this Section 8(a) shall not apply if:

(i) Customer or its End Users use the Platform in violation of applicable law or this Agreement, (ii) the Platform is modified by any person other than QC or its agents; (iii) the infringement claim arises out of or pertains to QC's compliance with Customer's instructions or specifications; or (iv) the infringement claim arises out of the combination of the Platform with any software, hardware or materials of any third party.

(b) Customer Indemnification. To the extent permitted by the Constitution and laws of the State of Texas, Customer agrees that QC shall have no liability and Customer shall indemnify, defend and hold QC harmless against any Loss to the extent arising from infringement of the intellectual property or other proprietary rights of a third party attributable to QC's use of the Communications, the QC Results, or the Marks in accordance with this Agreement.

(c) Procedure. The indemnified party shall: (i) give the indemnifying party prompt written notice of any indemnified claim; (ii) cooperate fully with the indemnifying party, at the indemnifying party's expense, in the defense or settlement of any indemnified claim; and (iii) give the indemnifying party sole and complete control over the defense or settlement of any indemnified claim; provided, however, that any settlement must include a complete release of the indemnified party without requiring the indemnified party to make any payment or bear any obligation. Control of the defense for Customer must be approved by the Texas State Attorney General.

9. Confidential Information

(a) Definition. "Confidential Information" means information that the disclosing party identifies in good faith as confidential or proprietary or, given the nature of the information or the circumstances surrounding its disclosure, the receiving party should reasonably understand to

be confidential or proprietary. All Confidential Information relating to the Platform shall be deemed to be the Confidential Information of QC.

(b) Non-Disclosure. Each party may use Confidential Information only as necessary to exercise its rights and discharge its obligations under this Agreement. Neither party shall disclose Confidential Information to a third party. The receiving party shall protect Confidential Information using the same degree of care it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care. The foregoing obligations shall not apply to any Confidential Information that: (i) was publicly known at the time the disclosing party disclosed such Confidential Information to the receiving party; (ii) becomes part of the public domain or publicly known not due to any unauthorized act or omission by the receiving party; (iii) is independently developed by the receiving party without reference to or reliance upon such Confidential Information; (iv) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (v) is required to be disclosed by law, in which case the receiving party shall take reasonable actions to minimize such disclosure and promptly notify the disclosing party of the request for disclosure, to the extent permitted by law, so that the disclosing party may take lawful actions to avoid or minimize such disclosure. Notwithstanding anything to the contrary, QC may identify Customer as a customer of QC without disclosing the nature of the services provided by QC to Customer.

10. Acknowledgement; Disclaimer of Warranties

(a) Customer Acknowledgment. Customer acknowledges that the Platform is an automated text and data analysis system designed to identify and report on patterns and/or trends discovered in the source material, based on the text provided by Customer and its End Users and that the Communications and QC Results generally will not be manually reviewed or validated by individuals. For greater certainty, the Platform will not necessarily identify all trends or errors and: (a) the QC Results delivered hereunder do not constitute recommendations by QC; and (b) QC does not provide any warranties regarding the results or analysis contained in the QC Results or that all trends or errors will be identified. The QC Results should be considered as one piece of evidence about the quality of any Communications. Customer and its End Users should

review and evaluate the QC Results and the feedback contained therein carefully to ensure that appropriate decisions are being made with respect thereto.

(c) DISCLAIMER. THE PLATFORM AND QC RESULTS ARE PROVIDED "AS IS AND "AS AVAILABLE" WITH ALL FAULTS. EACH PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 7), EXPRESS OR IMPLIED, INCLUDING: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF ANY MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT. QC DOES NOT WARRANT THAT THE USE OF THE PLATFORM OR QC RESULTS WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES, WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OR THAT DEFECTS IN THE PLATFORM OR QC RESULTS WILL BE CORRECTED.

11. LIMITATION OF LIABILITY

OTHER THAN WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR BREACH OF SECTION 9 (CONFIDENTIAL INFORMATION): (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR COST OF COVER, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF OR INABILITY TO USE THE PLATFORM, QC RESULTS OR OTHER MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. CUSTOMER AND ITS END USERS ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INTERPRETING THE QC RESULTS OR SHARING THE QC RESULTS WITH ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE

LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS QC'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. AS AN AGENCY OF THE STATE OF TEXAS, CUSTOMER IS UNABLE TO INDEMNIFY ANY PARTY WITH WHICH IT CONTRACTS.

12. Miscellaneous

- (a) Independent Contractors. The relationship between QC and Customer established by this Agreement is solely that of independent contractors. Neither party is in any way the partner or agent of the other, nor is either party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other party, without the express prior written consent of such other party.
- (b) Notice. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and sent to the parties according to the contact information provided in the Order Form.
- (c) Assignment. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that no consent shall be required with respect to an assignment by either party to an affiliate or as part of any transfer by merger, acquisition, stock transfer or other consolidation of with another entity, or sale of all or substantially all of such party's assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written negotiations or agreements with respect to such subject matter. In the event of any conflict between this Agreement and any Policy, the terms and conditions of this Agreement shall take precedence.
- (e) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(f) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement.

(g) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

(h) Jurisdiction. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, an "Action") shall be brought only in a court of competent jurisdiction in Brazos County, Texas. Each party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum *non-conveniens* or any similar grounds with respect to any Action.

(i) No Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any waiver of the provisions of this Agreement, or of any breach or default hereunder, must be set forth in a written instrument signed by the party against which such waiver is to be enforced.

(j) Force Majeure. Neither party shall be liable for any failure to perform under this Agreement to the extent due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection or any other cause beyond the reasonable control of the party invoking this provision.

13. State Contracting Requirements:

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. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the QC or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, QC agrees that any payments owing to QC under this Agreement may be applied directly toward certain debts or delinquencies that QC 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.

Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: "Under Section 2155.004, Texas Government Code, the QC certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Public Information. QC acknowledges that TAMU 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 TAMU's written request, QC will provide specified public information exchanged or created under this Agreement that is not otherwise excepted

from disclosure under Chapter 552, Texas Government Code, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access. QC acknowledges that TAMU 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.

Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and QC to attempt to resolve any claim for breach of contract made by QC that cannot be resolved in the ordinary course of business. QC shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine QC's claim and any counterclaim and negotiate with QC in an effort to resolve the claim.

Access by Individuals with Disabilities

QC represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Customer under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent QC becomes aware that the EIRs, or any portion thereof, do not comply then QC represents and warrants that it will, at no cost to Customer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

Franchise Tax Certification. If QC is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then QC certifies that it is not currently delinquent in the

payment of any franchise (margin) taxes or that QC is exempt from the payment of franchise (margin) taxes.

Products and Materials Produced in Texas. QC agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, QC will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

Loss of Funding. Performance by TAMU 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, TAMU will issue written notice to QC and TAMU may terminate this Agreement without further duty or obligation hereunder. QC acknowledges that appropriation of funds is beyond the control of TAMU.

State Auditor's Office. QC 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. QC agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. QC will include this provision in all contracts with permitted subcontractors.

Non-Waiver. QC expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

QC Certification regarding Boycotting Israel. Pursuant to Chapter 2270, Texas Government Code, QC certifies QC (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. QC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

QC Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, QC certifies QC (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. QC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Conflict of Interest. By executing and/or accepting this Agreement, QC and each person signing on behalf of QC certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TAMU or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

ACCEPTED & AGREED:

Quantified Communications, Inc.

Signature

Noah Zandan

Name & Title

07/25/2019

Date

Texas A&M University //

Signature

ROBERT C. BOUNDS
DIRECTOR, PROCUREMENT SERVICES

Name & Title

18 Jul 2019

Date

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|-------------|--|
| TITLE | TAMU + Quantified Contract |
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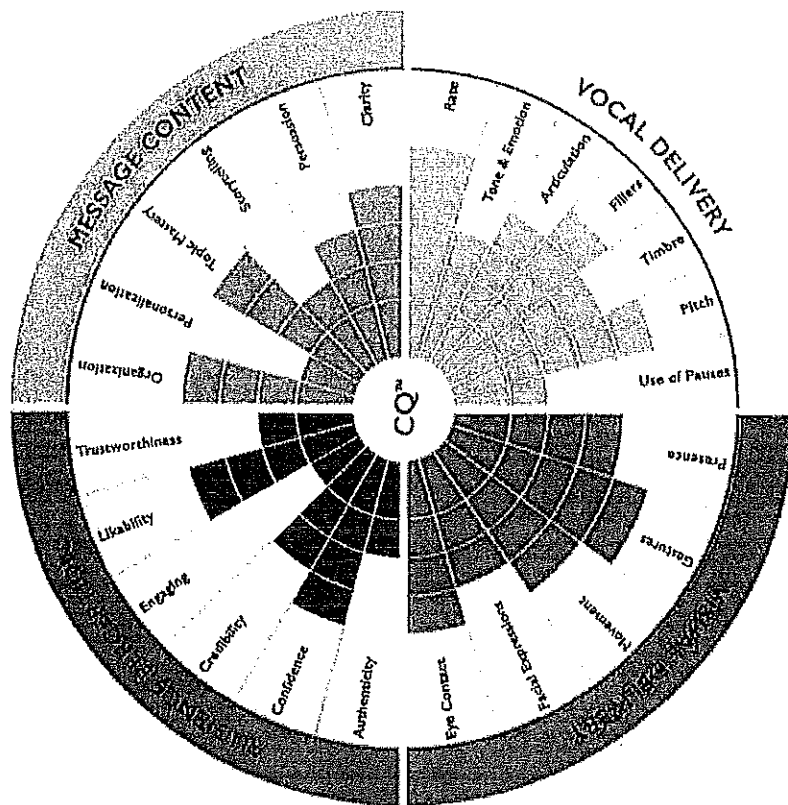


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What we
measure

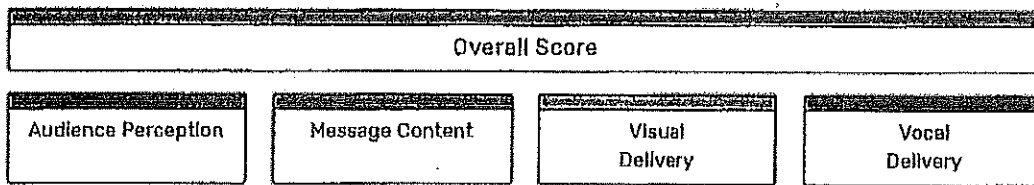


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Scoring Overview

Using the latest research in communication science, we've developed a platform that can measure the quality of your communication.

How do we organize your scores?



We measure 20 important communication skills, divided into four categories: Audience Perception (what the audience thought), Message Content (what you said), Visual Delivery (how you used your face and body), and Vocal Delivery (how you used your voice).

We aggregate your scores into an Overall score as well.

What do the skills and categories mean?

Audience Perception: reflects how the audience perceived you.

- **Authenticity** – The audience's perception that the speaker is consistent between beliefs and actions.
- **Confidence** – The audience's perception that the speaker believes in his/her ability to succeed.
- **Credibility** – The audience's perception that the speaker is a reliable authority on the subject.
- **Engaging** – The audience's perception that the speaker was able to capture and hold attention.
- **Likability** – The audience's perception that the speaker appears approachable, relatable, and friendly.
- **Trustworthiness** – The audience's perception that a speaker is honest and open.

In general, when preparing your video, ask yourself, "Have I prepared my message in a way that shows my expertise in this topic? Have I explained to my audience why they should listen to me speak? Am I delivering my message in a way that will excite my audience? Am I connecting with my audience?"

Message Content: reflects the quality and effectiveness of the words you chose.

- **Clarity** – A measure of the simplicity of a speaker's chosen words, phrases, and sentences. Clear messages are concise, use familiar language, and are detailed.
- **Organization** – A measure of the logical structure and flow of the content.
- **Personalization** – A measure of how much the content was tailored to the specific occasion or audience.
- **Persuasion** – A measure of how well the content incorporated ethos, pathos, and logos to compel audiences into action.
- **Storytelling** – A measure of the narrative elements in a speaker's message, such as anecdotes, metaphors, and imagery.
- **Topic Mastery** – A measure of how well the content demonstrates thorough research and well-rounded knowledge.

In general, when preparing your content, ask yourself, "Is my message clear and simple? Will my audience have a hard time following along? Am I making a clear argument in my content? Am I using logical arguments, building my own credibility, and appealing to the emotions of my audience?"

Visual Delivery: reflects how well you used your body language.

- **Eye Contact** – A measure of how effectively speakers maintain eye contact with all members of the audience.
- **Facial Expressions** – A measure of a speaker's facial expressiveness.
- **Gestures** – A measure of how effectively a speaker moves arms and hands while speaking.
- **Movement** – A measure of how effectively the speaker uses the space around her/him.
- **Presence** – A measure of how a speaker's overall physical appearance, posture, and body language affects her/his communication.

In general, when preparing your video, ask yourself, "What is my body language communicating to my audience? Am I open and confident? Am I using eye contact to connect with my intended audience?"

Vocal Delivery: reflects how well you used your voice.

- **Articulation** – A measure of the speaker's formation and utterance of words, and the clarity of those speech sounds.
- **Fillers** – A measure of the dependence on unnecessary words, sounds, or phrases.
- **Rate** – A measure of the speed at which the speaker delivered his/her content.
- **Tone & Emotion** – A measure of the energy and emotion conveyed by a speaker's voice.
- **Timbre** – A measure of the perceived quality and character of the speaker's voice.

In general, when preparing your video, ask yourself, "Am I using my voice effectively in this video? Do I sound excited? Am I speaking too quickly or too slowly?"

How are my scores compared to others?

We also compare your communication skills to relevant benchmarks so you can understand where you excel and where you can improve.

We've built a database of hundreds of thousands of communications from sources ranging from TEDTalks to Fortune 500 CEOs Keynotes and Earnings Calls to MBA students prepping for interviews and making class presentations. We've analyzed these communications in the exact same way we've analyzed your communication so that we can compare your scores to the average performance of the most relevant groups giving the same kind of communication you gave.

How do you generate scores from my video?

We use three different systems in combination to generate your scores: our proprietary algorithms, a panel of communication experts, and a machine-learning model.

Over the course of 7 years, we developed a set of algorithms that break down your communication into data about the words you chose, how you used your voice to deliver those words, and how you use your body and face while communicating. At the same time, our panel of communication experts, made up of PhDs from a variety of backgrounds, have scored thousands of communications. Those scores were used to test and improve our algorithms.

We used the combination of the algorithm data and panel scores in two ways. First, we helped our customers improve their skills by providing feedback based on the data. Second, we trained a machine learning model to think like the panel by finding relationships between the panel feedback and the data produced by the algorithms.

Now that the model is trained, we can run your video through our algorithms, take that data and provide it to the model and it will fill out the panel survey as if a panelist was watching the video.

The model is an evolving process, meaning that as the amount of data we collect increases, the model has more information to use to refine its understanding of the relationships. Our scores are constantly becoming more accurate.