

QUOTE

Date: January 26, 2024
Expires: February 26, 2024
Quote #: 138561



Battle Front Software, LLC
12159 S Park Haven Ln
Riverton, UT 84096
(801) 836-2948
randy@collegewarroom.com

TO **Texas A&M University**
1228 TAMU
College Station, TX 77843
Derek Miller
(419) 575-7762
DMiller@athletics.tamu.edu

PRODUCT	LINE TOTAL
<p>College WARROOM (TIER III - Dynasty) Football Only (Red)</p> <ul style="list-style-type: none">● College WARROOM (TIER III - Dynasty) Football Only (Red)● Contract begins on February 1, 2024● 3 Year Contract● One time \$1,000 discount for each referral that signs up.● Up to two visits per year payed for by WARROOM at Texas A&M's request.● 3 annual installments of 65,000/year	65,000
TOTAL	\$65,000

This quote is only for the above stated WARROOM software features and services. Software is subject to Battle Front Software, LLC [terms and conditions license agreement](#).

Terms and Conditions

By purchasing, receiving and/or using any product, data or service created, provided by or originating in any way from BATTLE FRONT SOFTWARE, LLC, A UTAH LIMITED LIABILITY COMPANY (TOGETHER WITH ITS PARENT, SUBSIDIARY OR AFFILIATE ENTITIES "BATTLE FRONT") the purchaser/receiver/user (the "client") is agreeing to and shall be deemed to have agreed to at all times fully and faithfully abide by each and every term contained in these standard terms and conditions (this "agreement") and to be bound by this agreement at all times, and the client shall be deemed to have agreed to be fully liable for any breach whatsoever of any term of this agreement as of the date the client first purchases, receives or uses any product, data or service provided by or originating in any way from BATTLE FRONT (the "effective date"). All products, data and services originating from BATTLE FRONT are the property of BATTLE FRONT. Any possession or use of any product, data or service created or originating from BATTLE FRONT without having lawfully paid for such product, data or service is strictly prohibited without the prior written consent of BATTLE FRONT and constitutes theft punishable by applicable criminal and civil law.

1. Services

General. BATTLE FRONT and the WARROOM software, provide internet based sports program management ("SPM") service (the "Service") that, among other things, enables WARROOM subscribers to manage their program semester by semester in a real time environment with a variety of integrated features. Subscribers use this service to communicate, share, plan, and store their data related to running a college sports program. The Service consists of various components and enhancements. Each component to which Client, at any given time, is then subscribed, a "Service", and all components to which Client is then subscribed, collectively, the "Services". Depending on the client's needs and selections these subscription services might include but are not necessarily limited to; i) a service that provides collegiate scholarship management, ii) a service that organizes and manages student athlete profiles and database for contact information and data regarding player personnel, iii) a service for organizing recruiting efforts, relevant data, and establishing internal workflows for efficiency, iv) a service that provides mass communication organization and delivery tools, v) a service that creates and saves custom views and reports based on stored information, vi) a service that enhances all management tools by forecasting program roster needs, scholarship availability and amounts, recruits, depth charts, etc, vii) administrative tools such as logs, electronic form builders, and inter-department workflows for a variety of purposes including but not limited to student athlete intake forms, NCAA ordinance compliance, and other custom applications, viii) a native mobile device app that integrates data and web based features for mobile use, etc. During any period of time for which Client has paid the applicable fees with respect to a specific Service, the WARROOM product will provide or make such Service available to Client, for use in accordance with this Agreement, in such form and manner as such Service is then generally offered or made available by the WARROOM product to subscribers. Subject to any restrictions and limitations specified on the Cover Pages (e.g., any limits as to the number of teams authorized), BATTLE FRONT grants to Client a limited, personal, non-exclusive, non-transferable, worldwide license (without the right to sub license) to, during any period of time for which Client has paid the applicable fees, access and use the Services on the terms set forth in this Agreement and in accordance with any other policies that are posted or made available by BATTLE FRONT through the applicable Service or on the WARROOM Web site, or that are otherwise provided to Client by BATTLE FRONT in writing or electronically, from time to time (the "Service Policies"). The Service Policies include, but are not limited to, the standards and rules of conduct with regard to the use of the Services that are set forth in Schedule A attached hereto (the "Acceptable Use Policy," which is incorporated herein by this reference). The Service Policies may be revised from time to time by BATTLE FRONT by providing Client with written notice thereof or by posting a revised version thereof on the WARROOM Web site. By Client's continued use of any Services, Client agrees to comply with and be bound by the Service Policies then in effect.

Training. BATTLE FRONT will make basic materials (including help wizards, how-to-do videos, and/or webinar training sessions or similar training) regarding the use of the Services available to Client. Any additional training requested by Client will be subject to a change order at the current BATTLE FRONT rates.

Feature Requests. The BATTLE FRONT Services must be used by Client in the current form and function as they were designed and intended to be used by BATTLE FRONT. BATTLE FRONT will evaluate any reasonable feature requests ("Feature Request"), and will be the sole judge of determining 1) whether the Feature Request is appropriate and 2) what, if any, additional costs will be charged to Client to implement such Feature Request.

Technical Support. Subject to Client's prompt and full payment of all amounts owed to BATTLE FRONT by Client, BATTLE FRONT will use reasonable efforts to make the Services generally available, except during periods of scheduled or emergency maintenance and outages not within the reasonable control of BATTLE FRONT. BATTLE FRONT will make reasonable technical support for the Services available via telephone or other medium. BATTLE FRONT will use reasonable efforts to correct or provide a workaround for any reproducible material defect in the Services that is brought to the attention of BATTLE FRONT. BATTLE FRONT shall not be obligated to cure any alleged defect resulting from misuse or unauthorized use or modification of the Services. BATTLE FRONT may from time to time, in its sole discretion, modify or enhance the Services, without materially reducing their basic functionality.

2. Licenses

To the extent that BATTLE FRONT has sold to Client one or more licenses to any software, product, data or other Services provided by BATTLE FRONT, such license shall be a non-exclusive, non-transferable, revocable right during the proscribed term thereof to (i) download and install the software, product, data or other Service on end user laptops or other personal computers for the number of licenses that were purchased, and (ii) access and use the software, product, data or other Service as is was designed and intended to be used for internal use by Client or the number of employees of Client for which licenses were purchased. As an express condition of the grant of any such license, Client acknowledges, covenants and agrees that neither Client nor its end users for which licenses were purchased may modify, transfer, or otherwise sublicense or distribute the software, product, data or other Service to any third party, and Client covenants and agrees not to, and not to cause others to disassemble, decompile, copy or reverse engineer any such software, product, data or other Service.

If Client's use of any of any software, product, data or other Service provided by BATTLE FRONT is, or in BATTLE FRONT's opinion is likely to be, enjoined due to a claim, BATTLE FRONT may, at its sole option and expense, either: (i) procure for Client the right to continue using such software, product, data or other Service under the terms of this Agreement; or (ii) replace or modify such software, product, data or other Service so that it is non-infringing and substantially equivalent in function to the enjoined software, product, data or other Service. If options (i) and (ii) above cannot be accomplished despite BATTLE FRONT's commercially reasonable efforts, then BATTLE FRONT may terminate Client's rights and BATTLE FRONT's obligations hereunder with respect to such software, product, data or other Service and refund to Client all fees paid for such software, product, data or other Service for the unused then-current periodic term.

3. Fees and Payment

Fees. Client shall pay BATTLE FRONT any fees associated with Client's use of the Services, as such fees are determined in accordance with this Agreement and any other pricing documentation provided by BATTLE FRONT, and any other fees payable hereunder. Fees for annual subscriptions to the Services are payable in advance, prior to the start of the applicable term. Fixed monthly fees for the Services are payable monthly in advance, and any variable fees for the Services are payable monthly in arrears, as incurred, all at BATTLE FRONT's then-current rates. Unless expressly otherwise provided herein, all fees are stated and payable in U.S. dollars, are nonrefundable, and shall be paid without right of setoff. BATTLE FRONT may adjust any annual subscription fees payable with respect to any Renewal Term by providing Client with written notice of such adjustment at least sixty (60) days prior to the start of such Renewal Term. Other fees or pricing, which are not annual subscription fees may be adjusted from time to time by BATTLE FRONT and shall be effective as of the date they are adjusted and made available to clients by BATTLE FRONT. BATTLE FRONT does not provide refunds or credits for any partial-period accounts or purchases.

Billing. BATTLE FRONT will bill or invoice Client for any fees payable by Client hereunder. All invoiced amounts not disputed in good faith by Client in a writing delivered to BATTLE FRONT prior to the applicable due date shall be due and paid by Client within thirty (30) days after the date on which BATTLE FRONT sends the invoice to Client. Any undisputed invoiced amounts not paid by the applicable due date shall thereafter accrue interest at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month; and (ii) the highest rate allowed by law.

Taxes. All fees payable hereunder are exclusive of, and, as between the parties, Client is responsible for paying, any taxes assessed or imposed in connection with this Agreement or the provision of the Services to Client (excluding taxes on BATTLE FRONT's income or property). Client shall indemnify and hold BATTLE FRONT harmless from and against all claims and liabilities arising in connection with Client's failure to report or pay any such taxes.

4. Obligations of Client

General. All access to and use of the Services by Client shall be in accordance with this Agreement and the Service Policies. Client shall be exclusively responsible for procuring and maintaining appropriate network and Internet connectivity, as required to access and use the Services, and appropriate hardware and equipment that meets the applicable minimum requirements stated, at any given time, in the Service Policies, for the use of the Services. All requests by Client for technical support with respect to the Services shall be made in accordance with the Service Policies.

Provision and Quality of Data. Client understands that it is critical to the process and Service being provided that Client provide BATTLE FRONT with the requested data within 15 days of signing an agreement with BATTLE FRONT and thereafter within 15 days of any subsequent request by BATTLE FRONT in order to effectively establish and maintain a high level of Service. All data provided by Client to BATTLE FRONT shall be in either Microsoft Excel or CSV format. In the event that Client does not timely provide the data necessary to establish or maintain the Service, or Client does not provide the data in the requested format, Client may incur additional fees to establish or maintain the Service or to properly format the data. Client is exclusively responsible for the quality and accuracy of Client's data. BATTLE FRONT shall not be liable or responsible for output or reports from BATTLE FRONT Service or products being inaccurate or incorrect as a result of the data provided by Client being inaccurate or incorrect.

Data Backup. Client shall be solely responsible for backing up and/or exporting Client's data. BATTLE FRONT will use commercially reasonable efforts to regularly backup server data and keep backup copies at two or more locations, but BATTLE FRONT shall not be responsible or liable for loss of data due to catastrophic events that may delete or damage Client data.

System Maintenance. BATTLE FRONT will perform regularly scheduled system maintenance and updates between 12:00 am and 4:00 am MST. There is no guarantee of "uptime". BATTLE FRONT reserves the right to perform critical security updates anytime as necessary to protect data.

System Administration. Client shall be exclusively responsible for, in accordance with the Service Policies: (i) creating and defining under Client's account in the Services any logons or IDs for Client's designated end-users of the Services; and (ii) defining and maintaining at all times with respect to each such logon or ID the appropriate scope of the applicable user's authority and permission with respect to the use of the Services and the security controls, restrictions, and limitations that apply with respect to each such user and his or her use of the Services. Client is solely and exclusively responsible for all access and use of the Services (and for any resulting activity or communications) by Client or its end-users or that occurs through the use of any logon or ID established by or with respect to Client or any of its end-users. BATTLE FRONT shall not be liable or responsible for any activity, loss, or damage arising from any unauthorized access to or use of any such logons or IDs or resulting from any failure by Client or its system administrator to, in accordance with this Agreement and the Service Policies, establish or assign an appropriate scope of authority or permission, or appropriate security controls, restrictions, or limitations, with respect to any given user, logon, or ID. Client shall immediately notify BATTLE FRONT of any known or suspected unauthorized access to or use of Client's account, or of any logons or IDs established or assigned with respect to Client or its customers or clients, of which Client becomes aware.

Marks. Client shall, in a timely manner, provide BATTLE FRONT with copies, in industry-standard electronic form, of any marks, logos, and related materials of Client's (the "Marks") that BATTLE FRONT is to use in providing the Services to Client hereunder (e.g., in providing the Branded Email Service to Client). Client hereby grants BATTLE FRONT a non-exclusive, nontransferable, royalty-free right and license to use and display the Marks during the term of this Agreement, solely as necessary and appropriate for BATTLE FRONT to provide the Services in accordance with this Agreement.

Compliance. While certain aspects or features of the Service are intended to aid or assist Client in complying with the rules and bylaws of the NCAA or other athletic regulatory or governing bodies, Client expressly acknowledges and agrees that it is solely and exclusively responsible for such compliance and that BATTLE FRONT shall have no responsibility or liability with respect to such compliance. Client further acknowledges and agrees that BATTLE FRONT is only providing a means and medium by which Client may manage its network of contacts and prospective recruits and related business and that BATTLE FRONT shall not be liable or responsible in any way for the accuracy, timeliness, completeness, or reliability of any data provided or stored by Client in connection with the Services or any actions, inactions, or decisions made by Client through use of the Services.

Prohibited Activities. Client may access and use the Services, and may permit others to access and use the Services, only as expressly provided herein. Except as expressly permitted by this Agreement, Client shall not: (i) modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works of, or otherwise attempt to derive any source code of or relating to, the Services, any components thereof, or any other resources used by BATTLE FRONT to provide the Services; (ii) alter or copy, or permit any person or entity to alter or copy, any components of the Services; (iii) intentionally interfere with, disrupt, interrupt, restrict, prevent, or disable, access to or use of the Services or any components thereof, any other resources used by BATTLE FRONT to provide the Services, or the receipt or utilization of the Services, whether by Client or any other subscribers of BATTLE FRONT; or (iv) distribute, resell, assign, transfer, lease, rent, license, sublicense, disclose, or encumber the Services or any components thereof, or any other resources used by BATTLE FRONT to provide the Services, or at any time make any portion or components of the

Services available in a timesharing, service-bureau, or similar environment. Client acknowledges and agrees that any breach by it, or by any of its agents, employees, or representatives, of this Section shall cause irreparable injury to BATTLE FRONT and that, in such an event, and in addition to any other remedies that may be available, in law, in equity, or otherwise, BATTLE FRONT shall be entitled to seek and obtain injunctive relief against any threatened or continuing such breach.

5. Term and Termination

Term. This Agreement shall become fully effective and enforceable as of the Effective Date and shall, unless earlier terminated by Client or BATTLE FRONT in accordance with the terms of this Agreement or by BATTLE FRONT in accordance with applicable law, continue in force and effect for the initial term thereafter (the "Initial Term"). The term of this Agreement shall automatically renew and be extended for successive periods of one (1) year each (each, a "Renewal Term") upon the expiration of the Initial Term or any Renewal Term, unless either party provides the other with written notice of nonrenewal at least thirty (30) days prior to the then-scheduled end of the term (whether the Initial Term or a Renewal Term).

Termination. Either party may terminate this Agreement for cause upon providing the other party with written notice thereof if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after being provided with written notice reasonably describing the breach by the non-breaching party,

Effects of Termination. Upon any expiration or termination of this Agreement, Client shall immediately cease access and use of the Services and Client shall pay to BATTLE FRONT any amounts payable pursuant to this Agreement through the effective date of termination.

Suspension of Use. Client acknowledges and agrees that, in addition to BATTLE FRONT's other rights hereunder, BATTLE FRONT May, in its sole discretion, immediately suspend or disable Client's right and ability to access and use the Services, without notice and without liability, if BATTLE FRONT believes that Client has breached or failed to comply with any of the terms of this Agreement Or the Service Policies or for any other reason that BATTLE FRONT believes is causing risk, liability, loss, or damage to BATTLE FRONT, the Services, any other users of the Services, or any other third parties. BATTLE FRONT may, in such circumstances as it deems appropriate, provide Client with notice and a reasonable opportunity to cure before suspending Client's use of the Services. In the event of a suspension of Client's use, Client shall promptly cooperate with BATTLE FRONT in attempting to resolve the applicable issue.

6. Confidential Information

Client and BATTLE FRONT each acknowledge and agree that certain Confidential Information of each of them will be used and disclosed in connection with this Agreement. As used in this Agreement, "Confidential Information" means: (i) with respect to either party, materials or information relating to the business or operations of such party that are not generally known to others in the same industry, including, but not limited to, know-how, trade secrets, source code, technical data, drawings, designs, database design, processes, procedures, models, manuals and documentation, financial information, business data, marketing and product-related data, future plans, customer and supplier lists, personnel-related information, and the like; (ii) in addition, with respect to BATTLE FRONT, the Services and all portions and components thereof; and (iii) in addition, with respect to Client, the personal or individually identifiable information relating to students, athletes, or prospective recruits of Client's that is stored in the Services or otherwise provided or made available to BATTLE FRONT hereunder. Client and BATTLE FRONT shall each maintain the Confidential Information of the other in strict confidence, using the same care as they respectively exercise with regard to their own confidential information of a similar nature, but at least a reasonable standard of care. Without the prior written consent of the other party, neither Client nor BATTLE FRONT shall use or disclose, or permit to be used or disclosed, any Confidential Information of the other party except as necessary and appropriate for performance hereunder or as required by law or legal process. Notwithstanding the foregoing provisions of this Section, Confidential Information shall not include information to the extent that such information: (1) is already known to a party free of any restriction at the time it is disclosed by the other party hereunder; (2) is or becomes publicly known or available through no wrongful act or breach of this Agreement; or (3) is rightfully received by a party from a third party without restriction. The parties agree that any breach by either party of this Section shall cause irreparable injury to the other party and that, in such an event, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to seek injunctive relief against any threatened or continuing such breach, without the necessity of proving actual damages or posting bond. The obligations of confidentiality set forth in this Section shall remain in force and effect at all times during the term of this Agreement and: (A) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secrets status is maintained; and (B) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement (or for the maximum amount of time permitted under applicable law, if shorter than five (5) years).

7. Property of BATTLE FRONT

Client acknowledges and agrees that the Services are the valuable proprietary and intellectual property of BATTLE FRONT and its applicable licensors and that BATTLE FRONT and its applicable licensors are and shall remain the sole and exclusive owners of the Services, all components materials, works, products, inventions, and ideas contained therein, and all intellectual property and proprietary rights pertaining to the foregoing. BATTLE FRONT and its applicable licensors expressly reserve and retain all rights to the Services (and all components thereof) that are not explicitly granted in this Agreement, and no implied license to, or interest in, any such rights shall arise as a result of or in connection with this Agreement.

Representations & Warranties

Client represents and warrants that: (i) it is (if an entity) duly organized, validly existing, and in good standing under the laws of its applicable state, commonwealth, or province; (ii) the execution and performance of this Agreement by it shall not violate any applicable laws' or regulations and shall not breach any agreement, covenant, court order, judgment, or decree to which it is a party or by which it is bound; (iii) Client shall comply with all applicable laws and regulations, and all applicable rules and bylaws of the NCAA and any other applicable athletic governing bodies, in connection with this Agreement and shall not use or permit the use of the Services, or of any data or information obtained through the use of the Services, for any unlawful or unauthorized purpose (iv) Client has all necessary rights, powers, and authority to enter into and fulfill its obligations under this Agreement; and (v) Client has, or by the applicable time of access shall have obtained, all consents, authorizations, and approvals of third parties (including, but not limited to, those of any of Client's students, athletes, or prospective recruits) necessary or appropriate for BATTLE FRONT to provide the Services in accordance herewith.

Disclaimers

Disclaimer of Warranties. BATTLE FRONT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, ANY SOFTWARE, PRODUCTS, DATA OR OTHER SERVICES, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED OR MADE AVAILABLE BY BATTLE FRONT, AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE (INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING, USAGE OR TRADE), WITH RESPECT TO THIS AGREEMENT, ANY SOFTWARE, PRODUCTS, DATA

OR OTHER SERVICES, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED OR MADE AVAILABLE BY BATTLE FRONT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY SOFTWARE, PRODUCTS, DATA OR OTHER SERVICES, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED OR MADE AVAILABLE BY BATTLE FRONT ARE PROVIDED AND MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND.

Use and Operation of the Services. BATTLE FRONT EXPRESSLY DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES SHALL BE PROVIDED OR MADE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES (OR THE DATA PROVIDED OR MADE AVAILABLE THROUGH THE SERVICES) WILL BE CORRECTED, OR THAT THE SERVICES WILL BE APPROPRIATE FOR ANY PARTICULAR USE OR PURPOSE TO WHICH CLIENT OR ANY THIRD, PARTY MAY CHOOSE TO PUT THEM. BATTLE FRONT SHALL NOT HAVE ANY OBLIGATION OR LIABILITY WITH RESPECT TO INACCURACIES, ERRORS, OR OMISSIONS IN DATA OR INFORMATION PROVIDED BY CLIENT OR THIRD PARTIES IN CONNECTION WITH THE USE OF THE SERVICES, OR OCCURRING IN THE TRANSMISSION OF ANY DATA OR INFORMATION OVER THIRD-PARTY NETWORKS OR THROUGH OTHER RESOURCES NOT UNDER BATTLE FRONT'S CONTROL.

Indemnification

Intellectual Property. Client shall promptly notify BATTLE FRONT of any suit or proceeding brought against it arising out of any third-party claim that the Services or any portion thereof (excluding any data or information included or contained in the Services that was provided by Client or any third party) infringes upon any United States' patent, copyright, or trademark, or constitutes a misappropriation of any trade secret. BATTLE FRONT will have the right of sole control of the defense of any such suit or proceeding and all negotiations for settlement for compromise of the claims arising hereunder. BATTLE FRONT will indemnify, defend, and hold Client harmless from and against any such suit, proceeding, or third-party claim, and shall pay all liabilities, losses, damages, costs, and expenses (including attorneys' fees) to the extent arising out of any such third-party claim, provided that Client reasonably and promptly cooperates in such defense. In the event of any such third-party infringement claim, BATTLE FRONT may, in its sole discretion, either: (i) procure a license to enable Client to continue to use the allegedly infringing portions of the Services hereunder; (ii) develop or obtain, and provide Client with, a non-infringing substitute for allegedly infringing portions of the Services, for use in accordance herewith; or (iii) if BATTLE FRONT determines that the alternatives under the preceding clauses (i) and (ii) are not reasonable, feasible, or practicable through the exercise of commercially reasonable efforts, BATTLE FRONT shall have the right to terminate this Agreement upon providing written notice to Client, refunding to Client any amounts prepaid by Client for periods of time not yet expired (or Services not yet provided) as of the date of termination. BATTLE FRONT shall have no liability or obligation to indemnify Client hereunder to the extent that any alleged infringement arises out of, relates to, or results from: (1) use of the Services other than in accordance with this Agreement, the Service Policies, and any applicable documentation; (2) any modification or alteration of the Services other than by or with the express prior written consent of BATTLE FRONT; (3) use of the Services in combination with products or equipment not supplied by BATTLE FRONT or expressly recommended or approved in writing and in advance by BATTLE FRONT; or (4) any data or information included or contained in the Services that was provided by Client or any third party. THIS SECTION STATES BATTLE FRONT'S SOLE LIABILITY AND OBLIGATION, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY AND RECOURSE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S RIGHTS BY THE SERVICES OR ANY DATA OR OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY BATTLE FRONT HEREUNDER.

Client's Use of the Services. Except for third-party claims subject to indemnification by BATTLE FRONT pursuant to Section 10, Client shall indemnify, defend, and hold BATTLE FRONT and its officers, directors, members, managers, employees, and agents harmless from and against any suit, proceeding, or claim, and shall pay all liabilities, losses, damages, costs, and expenses (including attorneys' fees), to the extent arising out of any third-party claim based on, relating to, or arising out of: (i) Client's or any of its end-users' use of the Services; or (ii) any claim that any of the Marks infringe or violate, or constitute a misappropriation of, any intellectual property or proprietary rights of any third party.

Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY AND CONSISTENT WITH APPLICABLE LAW, EXCEPT FOR BATTLE FRONT'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL BATTLE FRONT BE LIABLE TO CLIENT UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST CONTENT, LOST DATA OF ANY KIND, INCLUDING WITHOUT LIMITATION PLAYER PROFILE DATA OR STATISTICAL DATA, LOST OPPORTUNITY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT, REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATTLE FRONT'S MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR PROVISION OF ANY SOFTWARE, PRODUCT, DATA OR OTHER SERVICE SHALL IN NO EVENT EXCEED THE SUM OF (I) THE TOTAL AMOUNT OF FEES PAYABLE, PLUS (II) THE TOTAL AMOUNT OF FEES PAID, BY CLIENT TO BATTLE FRONT UNDER THIS AGREEMENT WITH RESPECT TO, AT THE TIME OF PRESENTATION OF ANY GIVEN CLAIM, THE THEN-MOST RECENT PERIOD OF THREE (3) CONSECUTIVE CALENDAR MONTHS.

Miscellaneous

Export. The Services and related documentation and technical data may be subject to U.S. export control laws, including, but not limited to, the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations of other countries, Client shall comply with all such laws and regulations in a timely manner with regard to Client's use of the Services in connection with this Agreement, and Client shall obtain any licenses or permits required in connection therewith.

Advertising and Links. BATTLE FRONT may display advertisements and commercials (collectively, "Advertising") on pages within the Services or on BATTLE FRONT's Web site that also contain Client's information. Advertising will be visually separated from Client's information, and reasonable attempts will be made so that advertisers do not imply endorsement or use of products or services by Client.

Non-Exclusive Remedies. Unless expressly otherwise provided in this Agreement, no remedy set forth in this Agreement is intended to be, nor shall be, exclusive of, or mutually exclusive with regard to, any other remedy, and each such remedy shall be in addition to every other remedy given hereunder, or now or hereafter existing or available at law, in equity, by statute, or otherwise, individually or in any combination thereof.

Force Majeure. BATTLE FRONT shall not be liable for delays or failures in performance caused by acts or events beyond its reasonable control (e.g., acts of God, war, terrorism, or delays, interruptions, or unavailability of third-party services or materials, e.g., the Internet, utilities, and telecommunications resources).

General. This Agreement constitutes the entire understanding with respect to the subject matter hereof. In the event any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable and full force and effect. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as intended. No failure by either party to enforce any right or remedy under this

Agreement shall be construed as a waiver of such party's right to enforce any provision of this Agreement in the future. Client may not assign or otherwise transfer this Agreement or its rights or obligations hereunder without the prior written consent of BATTLE FRONT. BATTLE FRONT may assign this Agreement without Client's consent. The parties are independent contractors with respect to each other and this Agreement, and nothing in this Agreement shall be construed to constitute either party as a partner, joint venturer, employee, agent, or representative of the other. The provisions of the Agreement are for the sole benefit of the parties hereto and shall in no event confer, or be deemed to confer, any rights, benefits, or claims upon any person or entity that is not a party hereto.

Reference to BATTLE FRONT. Any reference in this agreement to BATTLE FRONT includes any PARENT, subsidiary or affiliated entity or person of BATTLE FRONT.

Promotion

BATTLE FRONT may issue a press release to announce Client as a new customer. Subject to any confidentiality obligations of BATTLE FRONT hereunder, BATTLE FRONT may display on BATTLE FRONT's website and promotional materials a case study or other customer usage scenario referencing or featuring Client. BATTLE FRONT may prepare and utilize testimonials of a reasonable number of end users, subject to Client's prior consent (to the extent that BATTLE FRONT is required to seek such consent), which consent shall not be unreasonably withheld, conditioned or delayed. Client hereby grants to BATTLE FRONT, and represents to BATTLE FRONT that it may, and hereby does grant a non-exclusive, non-transferable, royalty-free license for BATTLE FRONT to make limited use of Client's trademarked name or logo during the term of this Agreement on BATTLE FRONT's website and promotional materials for the limited purpose described in this Section. BATTLE FRONT shall have no implied right to any other intellectual property of Client.

Governing Law, Jurisdiction, Venue and Attorneys' Fees

Governing Law. This Agreement and all performance hereunder shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of Utah, without regard to conflicts of laws provisions. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in Salt Lake County or Wasatch County, Utah, and each party hereto irrevocably submits to the jurisdiction and venue of such courts, and Client hereby agrees not to contest the jurisdiction or venue of such courts; provided, however, that BATTLE FRONT shall have the right to commence and prosecute any legal or equitable action or proceeding before any other US or state court of competent jurisdiction to obtain injunctive or other relief. Any legal action, regardless of form, arising out of or related to the Services or this Agreement must be brought by Client within one (1) year after the cause of action arose, or the cause of action shall be permanently barred. The parties acknowledge and agree that breaches of this Agreement by Client would likely not be as readily apparent to BATTLE FRONT as a breach by BATTLE FRONT would be to Client, and therefore agree that as material consideration for BATTLE FRONT providing any product, data or service, that any legal action, regardless of form, arising out of or related to the Services or this Agreement must be brought by BATTLE FRONT within three (3) years after the cause of action arose or BATTLE FRONT should have reasonably discovered the cause of action, or the cause of action shall be permanently barred

Attorney's Fees. If any action shall be instituted by either party for the enforcement of this Agreement, the prevailing party shall be entitled to recover all costs reasonably incurred therein, including, but not limited to, attorneys' fees and court costs.

ADDENDUM

This Addendum amends and supplements the Quote and Terms and Conditions (“Agreement”) between Texas A&M University, a member of The Texas A&M University System (“A&M System”), and an agency of the State of Texas (“Texas A&M”) and Battle Front Software, LLC, a Utah Limited Liability Company, with offices at 12159 S Park Haven Ln., Riverton, UT 84096, (“Battle Front”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. Texas A&M and Battle Front 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. For clarification, Texas A&M is entering into this Agreement as a member of The Texas A&M University System, and an agency of the State of Texas.
2. 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.
3. To the extent applicable, in accordance with Texas Education Code Section 51.9335(h), any provision required by applicable Texas law to be included in the Agreement shall be deemed to be automatically incorporated into the Agreement by operation of law.
4. The following language is added to Section 5, entitled “Term and Termination”:

Termination Without Cause and Payment Obligations. Notwithstanding any provision to the contrary contained herein, should Texas A&M, at its sole discretion, decide to terminate this Agreement prior to the fulfillment of the three-year term stipulated herein, without assigning any cause for such termination, Texas A&M acknowledges and agrees that it shall not be entitled to receive a refund of any funds previously paid to Battle Front under the terms of this Agreement.

Furthermore, in the event of such termination, Texas A&M shall be obligated to remit to Battle Front an amount equivalent to thirty-five percent (35%) of the total fees due for the remainder of the contract term. Such payment shall be made no later than sixty (60) days after Texas A&M's issuance of written notice of termination to Battle Front. Failure by Texas A&M to make the requisite payment within the specified sixty (60) day period shall result in Texas A&M's obligation to pay the entire balance of the contract fees remaining due under the terms of this Agreement.

Notwithstanding the above, Texas A&M shall have the right to terminate this Agreement without any obligation to pay the aforesaid thirty-five percent (35%) of the remaining contract fees, if such termination occurs within thirty (30) days following either the termination of employment or resignation of Texas A&M's current football head coach, for any reason whatsoever. In such event, Texas A&M shall provide written notice of termination to Battle Front within said thirty (30) day period to effectuate a penalty-free termination under this provision.

Texas A&M's obligations under this section shall survive termination of this Agreement and are enforceable in accordance with the terms hereof and applicable law.

5. The section entitled "Governing Law, Jurisdiction, Venue and Attorney's Fees" is removed from the Agreement.
6. The section entitled "Limitations of Liability" is replaced with the following language:

TO THE FULLEST EXTENT PERMITTED BY AND CONSISTENT WITH APPLICABLE LAW, EXCEPT FOR BATTLE FRONT'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL BATTLE FRONT BE LIABLE TO CLIENT FOR ANY LOST PROFITS OF ANY KIND, INCLUDING WITHOUT LIMITATION PLAYER PROFILE DATA OR STATISTICAL DATA, LOST OPPORTUNITY, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT, REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATTLE FRONT'S MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR PROVISION OF ANY SOFTWARE, PRODUCT, DATA OR OTHER SERVICE SHALL IN NO EVENT EXCEED THE SUM OF (I) TWO TIMES THE TOTAL AMOUNT OF FEES PAYABLE, PLUS (II) THE TOTAL AMOUNT OF FEES PAID, BY CLIENT TO BATTLE FRONT UNDER THIS AGREEMENT WITH RESPECT TO, AT THE TIME OF PRESENTATION OF ANY GIVEN CLAIM, THE THEN-MOST RECENT PERIOD OF TWELVE (12) CONSECUTIVE CALENDAR MONTHS. NOTHING IN THIS AGREEMENT WILL LIMIT BATTLE FRONT'S LIABILITY FOR NEGLIGENCE OR INTENTIONAL MISCONDUCT.

7. The following language is added to the Agreement:

Prompt Pay. Texas A&M'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. Battle Front 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*. Battle Front agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Battle Front will include this provision in all contracts with permitted subcontractors.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Battle Front agrees that any payments owing to Battle Front under this Agreement may be applied directly toward certain debts or delinquencies that Battle Front 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 Texas A&M 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, Texas A&M will issue written notice to Battle Front and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Battle Front acknowledges that appropriation of funds is beyond the control of Texas A&M. In the event of a termination or cancellation under this Section, Texas A&M will not be liable to Battle Front for any damages that are caused or associated with such termination or cancellation.

Public Information. Battle Front acknowledges that Texas A&M 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 Texas A&M’s written request, and at no cost to Texas A&M, Battle Front will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Texas A&M in a non-proprietary format acceptable to Texas A&M that is accessible by the public. Battle Front acknowledges that Texas A&M 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 Battle Front agrees that this Agreement can be terminated if Battle Front 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 Texas A&M and Battle Front to attempt to resolve any claim for breach of contract made by Battle Front that cannot be resolved in the ordinary course of business. Battle Front shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Battle Front’s claim and any counterclaim and negotiate with Battle Front in an effort to resolve the claim. This provision and nothing in this Agreement waives Texas A&M’s sovereign immunity to suit or liability, and Texas A&M has not waived its right to seek redress in the courts.

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.

Products and Materials Produced in Texas. Battle Front agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, Battle Front 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.

Insurance. Battle Front shall, at all times during the term of this Agreement, maintain in full force and effect workers' compensation insurance, commercial general liability insurance, and cyber liability insurance as follows:

1. **Workers' Compensation Insurance:** Battle Front shall procure and maintain workers' compensation insurance as required by any applicable law or regulation, to provide coverage for its employees in connection with work performed under this Agreement. Such insurance shall be in amounts and coverages sufficient to meet all requirements under applicable law and to fully protect Texas A&M University ("Texas A&M") from claims under workers' compensation laws.
2. **Commercial General Liability Insurance:** Battle Front shall also procure and maintain commercial general liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage liability. This policy shall protect Texas A&M, its officers, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the activities of Battle Front, its agents, employees, or subcontractors, performed in connection with this Agreement.
3. **Cyber Liability Insurance.** In addition to the workers' compensation insurance and commercial general liability insurance requirements previously established, Battle Front is obligated to secure cyber insurance within ninety (90) days from the effective date of this Agreement. This cyber insurance must provide a minimum coverage amount of One Million Dollars (\$1,000,000) to cover potential losses from data breaches, cyber-attacks, and other related cyber security issues that could negatively affect the services rendered under this Agreement.

Failure by Battle Front to secure the requisite cyber insurance within the designated ninety (90) day timeframe will be deemed a material breach of this Agreement. In such an event, Texas A&M reserves the right to terminate this Agreement forthwith by providing written notice to Battle Front. Upon termination for non-compliance with the cyber insurance requirement, Battle Front shall be obligated to issue a prorated refund to Texas A&M. This refund will correspond to the portion of payments made by Texas A&M for contracted services under this Agreement that have not been rendered as of the date of termination.

Franchise Tax Certification. If Battle Front is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Battle Front certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Battle Front 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*, Battle Front 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. Battle Front represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Battle Front acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

Prohibited Agreements. Battle Front recognizes that as a state agency, Texas A&M may not award contracts as outlined below.

- 1) **Compensation for Preparing Bids.** Texas A&M cannot award a contract if such contract 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. Under Section [2155.004](#), *Texas Government Code*, Battle Front certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2) **Disaster Related Contracts.** Texas A&M cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section [2155.006](#), *Texas Government Code*, Battle Front certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 3) **Involvement in Human Trafficking.** Texas A&M cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, Battle Front certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prior Employment. Battle Front acknowledges that Section 2252.901, *Texas Government Code*, prohibits Texas A&M 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 Texas A&M during the twelve (12) month period immediately prior to the effective date of the Agreement. If Battle Front is an individual, by signing this Agreement, Battle Front represents and warrants that it is not a former or retired employee of Texas A&M that was employed by Texas A&M during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. Battle Front certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of Texas A&M or the A&M

System, has a direct or indirect financial interest in Battle Front or in the transaction that is the subject of this Agreement.

Not Eligible for Rehire. Battle Front is responsible for ensuring that its employees involved in any work being performed for Texas A&M 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 Texas A&M becomes aware that Battle Front has a NEFR Employee involved in any work being performed under this Agreement, Texas A&M 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 Texas A&M.

Use of Name. 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. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Battle Front’s service to Texas A&M. Except as specifically required under the terms of this Agreement, Battle Front (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of Texas A&M or the A&M System. As an independent contractor, Battle Front is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Battle Front and its employees shall observe and abide by all applicable Texas A&M policies, regulations, rules and procedures, including those applicable to conduct on its premises.

Non-Assignment. Battle Front shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.

Representations & Warranties. If Battle Front is a business entity, Battle Front 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 Battle Front has been duly authorized to act for and bind Battle Front.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove

such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

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. Texas A&M and Battle Front can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

Texas A&M University
Football
1228 TAMU
College Station
Attention: Kristyn Eckl
Telephone: 9798450666
Email: KECKL@ATHLETICS.TAMU.EDU

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Director, Contract Administration
Telephone: 979-845-0099
Email: contracts@tamu.edu

Battle Front:

Battle Front Software, LLC
12159 S Park Haven Ln.
Riverton, UT 84096
Attention: Randy Larson
Telephone: 801-836-2948
Email: randy@collegewarroom.com

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, 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.

Venue. Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Texas A&M to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Texas A&M'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 Texas A&M except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by Texas A&M nor any other conduct, action, or inaction of any representative of Texas A&M relating to this Agreement constitutes or is intended to constitute a waiver of Texas A&M's or the state's sovereign immunity.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

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.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.


SIGNATURE PAGE FOLLOWS

ACCEPTED & AGREED:

TEXAS A&M UNIVERSITY

BATTLE FRONT SOFTWARE, LLC

DocuSigned by:


Signature

DocuSigned by:


Signature

Robert C. Bounds
Name

Randy Larson
Name

Exec. Director, Procurement Services
Title

CEO
Title

4/12/2024 | 4:55:37 CDT
Date

4/12/2024 | 8:35:29 MDT
Date