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Master Software Licensing and Services Agreement
&
Exhibits

for

ATM | TEXAS A&M UNIVERSITY at QATAR
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RESEARCH APPLICATIONS AND FINANCIAL TRACKING, INC. (RAFT)
Master Software Licensing and Services Agreement

CONTRACT OVERVIEW

The purpose of this master contract is to state terms and conditions that the parties wish to apply to their current business relationship. RAFT is developing specialized software to implement the needs of the scientific research community. It has developed the BioRAFT Platform, which it provides to its customers at a low cost. This platform is the structure on which modules have been and may be developed to meet various research management needs. In addition, RAFT offers professional services in connection with its customers’ access to and use of the platform.

RAFT aims to develop software that has broad applicability across the scientific research management community. RAFT does module development tailored to the particular customer’s needs. RAFT retains full intellectual property rights to use that research and development work in the future for other customers, and to build on it, and enhance the work. This collaborative development approach maximizes the available toolset, standardizes the features, and reduces software costs for the scientific research community.

The parties are entering into this contract to state their basic responsibilities, what they agree to do, and what they do not agree to do. In addition, there are exhibits to this contract that contain details of statements of work, and detailed pricing information.

It is the intent of this contract to be fair and reasonable to both parties, and to recognize that the Agreement, and the work done thereunder, is being implemented in a research setting where there are constant changes and adjustments, and where research that is performed is often performed at cost, and then used for other enhanced developmental efforts in the future for other customers.

THE PARTIES TO THIS AGREEMENT AND RELATED DETAILS

This Master Software Licensing and Services Agreement (this “Agreement”) is made as of March 14, 2017 (the “Effective Date”), by and between Research Applications and Financial Tracking, Inc., a Delaware corporation with offices at 25 1st Street, Cambridge, Massachusetts 02141, Suite 104 (“RAFT”) and Texas A&M University (“TAMU”) on behalf of its branch campus Texas A&M University at Qatar, a member of The Texas A&M University System, an agency of the State of Texas located at Education City, Al Rayyan Qatar (“Customer or TAMU”). Customer and RAFT are each sometimes referred to herein as a “Party” and collectively as the “Parties”.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following:

DETAILED TERMS AND CONDITIONS


   (a) RAFT has developed the BioRAFT research management platform (the “BioRAFT Platform” and the “Application”) and the modules described in Exhibits (as defined below) (the “Modules,” and collectively with the Application, the “System”), as the same may be supplemented, modified, updated or enhanced from time to time, which are hosted on servers and made available to RAFT customers by means of the Internet. Customer shall be permitted to remotely access and use the Application and the Modules for Customer’s internal business purposes only, in accordance with the terms and conditions set forth herein.
(b) Customer may request from time to time and pursuant to the terms of this Agreement that RAFT provide certain professional services in connection with Customer’s access to and use of the System, including, but not limited to data integration, development, System configuration, System support and System monitoring services. Any such request for professional services will be addressed by the Parties in such manner and on any additional terms and conditions as are mutually acceptable to the Parties and set forth in an Exhibit executed by the Parties. RAFT will use commercially reasonable efforts to perform or cause to be performed for Customer such professional services in accordance with the terms and conditions of this Agreement and any specifications set forth in such Exhibit.

2. Agreement. This Agreement includes any applicable mutually executed exhibits (“Exhibits”) and other addenda, which are hereby incorporated by reference into this Agreement. From time to time, the Parties may mutually agree in writing to incorporate additional Exhibits or other addenda into this Agreement. To the extent of conflicts between the terms and conditions of this Agreement and the terms and conditions of any Exhibit or other addendum, this Agreement shall control unless otherwise expressly agreed by the Parties in such Exhibit or other addendum. Customer and RAFT agree to extend this Agreement and Academic Discounted Pricing program and/or services to any applicable educational institute; non-profit hospital; special governmental agency; and non-profit corporation that participates in or is represented by the Texas A&M System, Qatar Foundation for Education, and any member of the Association of Public and Land-grant Universities (APLU).

3. Licensed Access. Upon payment of all fees due hereunder, and subject to Paragraph 8(a) below, RAFT grants to Customer a limited, non-exclusive, non-assignable and non-transferable right during the term of this Agreement to allow access to, and use of, the Application and, as applicable, the Modules only by the authorized users specified in writing (the “Users”) within Customer’s organization, and for Customer’s internal business purposes only.

RAFT makes all reasonable efforts to ensure continued access by Customer to the System notwithstanding the occurrence of any unforeseen contingency beyond its reasonable control, including without limitation Internet or other network delays or outages, communications outages, power failures, fire, flood, war, terrorism, acts of God, unanticipated product development problems or any other occurrence directly affecting such failure or delay and beyond RAFT’s reasonable control.

Given the need for typical maintenance, bug fixes, and that the Application and Modules are expected to undergo continued development, RAFT will perform scheduled updates after normal business hours during which the System may not be available. RAFT makes every reasonable effort to schedule downtime at times other than during normal business hours however downtime during normal business hours may be necessary and Customer will be notified as soon as the need is recognized.

4. Evaluation Reporting. RAFT encourages Customer to provide evaluations and reports concerning its use of the Application and the Modules. Customer agrees that RAFT may contact Users to receive feedback from such Users regarding use of the System. In Customer’s reports, RAFT encourages Customer to address how the System was evaluated along with any metrics used and provide feedback to RAFT (e.g., regarding how the System performed; whether it met expectations; recommended improvements, etc.). Customer may also use the reports to detail any System problems and unexpected results. Customer agrees that any information, feedback, and/or like materials provided to RAFT may be used by RAFT to promote and improve the Application and the Modules.

In addition, Customer recognizes that the Application and the Modules, which are suited to research and development work, are continually in development, and that part of that process is uncovering performance anomalies and correcting them.
5. **Operation of Federal, State, and Local Laws.** RAFT uses its best efforts to be sure that the applicability of the System or its content (text, questions, examples, etc.) do comply with federal, state, or local laws or regulations and related guidelines; however these laws and regulations are constantly changing and may apply differently to customers and therefore RAFT can make no warranty or representation on this subject.

6. **Agreement as to Authorized Users.** "Authorized Users" and "User" means any employee or agent of Customer, as verified by Customer’s user directory unless otherwise stated in the appended Exhibits.

7. **Necessary E-mail Accounts and Information.** In order for Customer to use the System, Customer agrees to provide RAFT Customer e-mail accounts for two of RAFT’s employees or representatives for authentication and application testing purposes; Customer also agrees to give access to all information necessary for completing work described under this Agreement for its term and for purposes of maintaining accurate data and information.

8. **Representations.**

   (a) **Customer.** Customer represents that it shall:

   • take reasonable efforts to ensure that all of its Users comply with all of the terms and conditions hereof;
   • take reasonable efforts to not permit any person or entity, other than the Users, to use or gain access to the Application or the Modules and shall provide reasonable security devices and procedures to protect against unauthorized usage of or access thereto;
   • not rent, lease, sublicense, distribute, transfer, copy or modify the Application or the Modules or any component thereof;
   • not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
   • not adapt the Application or the Modules in any way or use it to create a derivative work;
   • not use the Application or the Modules in any manner, or in connection with any Customer Materials (as defined below) or other content, data, hardware, software or other materials that violates any applicable international, federal, state or local law, rule, legislation, regulation or ordinance;
   • take reasonable efforts to ensure that all Customer Materials (as defined below) are free from viruses, worms, trojan horses and other malicious code;
   • not access the System in order to build any commercially available product or service;
   • provide to RAFT access to data and personnel necessary or useful to RAFT in deploying and developing the Application and the Modules; and
   • have the legal power and authority to enter into this Agreement.

   (b) **RAFT.** RAFT represents, warrants and covenants that:

   • it has the legal power and authority to enter into this Agreement;
   • it will provide the System in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the System will perform substantially in accordance with the documentation under normal use and circumstances; and
   • the Application and the Modules, used according to the terms and conditions herein, do not infringe upon or misappropriate any U.S. registered Intellectual Property Rights of any third party.

9. **Operating Environment; Internet Access.** The Parties acknowledge that successful implementation and use of the System depends upon Customer’s procuring and maintaining all hardware, software and telecommunications facilities necessary to connect Customer’s network to the Applications and the Modules, including, without limitation, browser software that supports the protocol used by RAFT. RAFT is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such hardware, software or
telecommunications facilities (including but not limited to the Internet) that are not owned by RAFT; provide, however, RAFT may make recommendations to Customer regarding hardware and software upgrades, fixes or enhancements. Customer will be responsible for paying all third-party access charges (e.g., Internet service provider fees) and costs of such hardware or software upgrades, fixes or enhancements.


(a) Customer Information and Intellectual Property Rights.

(i) “Customer Materials” shall be considered Customer’s Confidential Information (as defined below) and shall mean (A) the data or information provided by Customer or on behalf of Customer electronically or in any other format to RAFT for input into the System in accordance with an Exhibit or inputted into the System for manipulation, use, filing, archiving, or the like by Customer, and (B) the test results, studies, analyses, calculations, reports, findings, and summaries generated by the System from the data and information described in clause (A) above for internal use by Customer. RAFT and Customer agree that Customer Materials as defined above shall be Customer’s exclusive property, and Customer shall solely own all rights, title and interest in and to the Customer Materials and all Intellectual Property Rights (as defined below) inherent therein or appurtenant thereto. In connection with the above, RAFT hereby irrevocably assigns and transfers to Customer, from the moment of creation, all right, title and interest in and to the Customer Materials, whether or not patentable or copyrighted, made or conceived or reduced to practice, and to all modifications and derivatives thereof.

(ii) At times during the term of this Agreement Customer may provide to RAFT certain ideas, information and content that are not Customer Materials for purposes of development, customization, collaboration, use of the Application and Modules, and/or other related projects. Such ideas, information and content shall not be deemed Customer’s Confidential Information and Customer hereby grants RAFT a non-exclusive, worldwide, fully paid-up license to use, reproduce, store and display such ideas, information and content supplied by Customer for use in RAFT’s business and ongoing development and collaborative efforts. Nothing in this Agreement (including, without limitation, this Paragraph 10(a)), will prohibit RAFT developing or enhancing any RAFT products or services so long as RAFT shall not thereby breach this Agreement.

(b) Aggregated Data. Notwithstanding Paragraph 10(a) above, RAFT shall own the aggregated and statistical data derived from Customer’s use of the System, including, without limitation, the number of records in the System, the number and types of transactions, configurations, and reports processed in the System and the performance results for the System (the “Aggregated Data”). Nothing herein shall be construed as prohibiting RAFT from utilizing the Aggregated Data for purposes of operating RAFT’s business, provided that RAFT’s use of Aggregated Data will not reveal the identity, whether directly or indirectly, of Customer or specific data entered by Customer into the System.

(c) RAFT Information and Intellectual Property Rights. RAFT and Customer agree the Application, the Modules, and related software development concepts, software applications, tools and work product related to the existing and ongoing development of the Application or the Modules, are and shall remain the sole and exclusive property of RAFT, including all applicable Intellectual Property Rights inherent therein or appurtenant thereto. In addition, any Software, development plans or other work product (including all Intellectual Property Rights inherent therein or appurtenant thereto) that (i) are developed, built and/or designed as a result of this Agreement or (ii) otherwise result from any ideas, information (excluding Customer Materials) and/or content that are shared or otherwise discussed by the Parties for purposes of development, customization, collaboration, use of the Application and Modules and/or other related projects, are and shall be the property of RAFT, and Customer hereby irrevocably assigns and transfers to RAFT, from the moment of creation, all right, title and interest in and to such Software, development plans and other work product (including all Intellectual Property Rights inherent therein or appurtenant thereto), whether or not patentable or copyrighted, made or conceived or reduced to practice, and to all modifications and derivatives thereof. In
addition, RAFT has the right to license or sell to others any Software, application, module, or system developed as a result of this Agreement. All rights not expressly granted to Customer herein are reserved to RAFT.

(d) **Definition of “Intellectual Property Rights.”** For purposes of this Agreement, “Intellectual Property Rights” shall mean all rights with respect to intellectual property and includes all (A) patents, patent applications, patent disclosures, utility models, design registrations, certificates of invention and other governmental grants for the protection of inventions or industrial designs (including provisional applications, continuations, continuations-in-part, divisionals, renewals, extensions, reissues and reexaminations), (B) trademarks (registered and unregistered), service marks, trade dress, trade names, logos, corporate names, doing business as designations, fictitious names and common law trademarks, (C) copyrights (registered or unregistered), works of authorship and copyrightable works and registrations and applications for registration thereof, together with all authors’ and moral rights, (D) mask works and registrations and applications for registration thereof, (E) computer software (including, without limitation, source code, object code, macros, scripts, objects, routines, modules and other components), data, databases and documentation thereof (collectively, “Software”), (F) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, processes, techniques, methods, research and development information and results, drawings, specifications, designs, plans, proposals, technical data, marketing and business data, marketing and business plans and customer, prospect and supplier lists and information), (G) network and web site domain names, addresses and universal resource locators (URLs), (H) all other intellectual property rights (including, without limitation, goodwill, inventors’ rights and moral rights) throughout the world relating to the foregoing (including remedies against infringement thereof and rights of protection of interest therein under the laws of all jurisdictions), (I) “technical data” as defined in 48 Code of Federal Regulations, Part 52 and underlying agency supplements, (J) copies and tangible embodiments thereof (in whatever form or medium), and (K) all rights under any license or other arrangement with respect to the foregoing.

11. **Protection and Security.** During the term of this Agreement, RAFT will maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Materials; (ii) protect against threats or hazards to the security or integrity of Customer Materials; and (iii) prevent unauthorized access to Customer Materials.

12. **Notice of Security Breaches.** In the event RAFT reasonably believes that any of Customer’s Confidential Information has been compromised, disclosed, accessed, lost or damaged (collectively “Unauthorized Access”), then RAFT will promptly call and speak with Customers’ authorized representative to notify Customer of the Unauthorized Access, but no later than twenty-four (24) hours after the Unauthorized Access occurs. Within five (5) days of such telephonic notice, RAFT will send to Customer a written notice that includes the following information: (1) the date, nature and scope of the Unauthorized Access; (2) the extent or level of impact on Customer associated with the Unauthorized Access; (3) a resolution plan for the current Unauthorized Access; and (4) a plan for preventing the recocurrence or new occurrence of any further Unauthorized Access. Pending implementation by RAFT of the respective plans identified in clauses (3) and (4) above, RAFT will use commercially reasonable efforts to prevent any further Unauthorized Access. Upon the Parties’ mutual agreement on the respective plans identified in clauses (3) and (4) above, RAFT will promptly implement and maintain such plans.

13. **Other RAFT Obligations.**

(a) **Disaster Recovery Program.** Subject to the terms and conditions of this Agreement, RAFT will maintain a disaster recovery program with respect to its information technology equipment and other electronic systems consistent with industry practices.

(b) **Support and Maintenance.** Subject to the terms and conditions of this Agreement, RAFT will
maintain and support the System in accordance with the terms and conditions set forth in Exhibit D.

(c) **Service Level Agreement.** The BioRAFT Service Level Agreement, as periodically modified by RAFT, is hereby incorporated into this Agreement. The BioRAFT Service Level Agreement in effect as of the Effective Date is set forth in Exhibit E.

14. **Confidentiality; Nondisclosure.** Except to the extent set forth in Paragraph 10(a)(ii), “Confidential Information” (a) means any information held in confidence by either Party that is furnished to the other Party in connection with this Agreement whether or not such materials or information are marked "confidential" or "proprietary," and (b) includes, without limitation, any (i) know-how, idea, invention, method, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy and forecast of, and (ii) technical, engineering, manufacturing, business process, product, marketing, servicing, financial, personnel and other information and materials of, a disclosing Party and its employees, consultants, investors, affiliates, licensors, suppliers, vendors, customers and clients. RAFT’s Confidential Information also includes any Software source code and executable code and related documentation; methods of compiling, manipulating, presenting, and disseminating data and information, and algorithms, logic interfaces and other technical information related to the Application and the Modules.

Neither Party shall disclose to any third Party the other Party’s Confidential Information and each Party shall limit access to and use of the other Party’s Confidential Information to those of its employees and agents who require such access and use in connection with the Party’s rights and obligations under this Agreement. Each Party shall take appropriate action with its employees (including all Users) and agents to satisfy its obligations hereunder and shall protect the other Party’s Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care. Each Party shall use commercially reasonable efforts to assist the other Party in identifying and preventing any unauthorized access, use, copying or disclosure of Confidential Information. Without limitation of the foregoing, except as already addressed in Paragraph 13 above, each Party shall advise the other immediately in the event it learns or has reason to believe that any person or entity to whom it has given or allowed access to the Confidential Information has violated or intends to violate the confidentiality thereof, and such Party will, at its expense, reasonably cooperate in seeking injunctive or other equitable relief against any such person or entity.

Each Party hereby acknowledges that the unauthorized disclosure of Confidential Information referred to herein, or any information which, at law or equity ought to remain confidential, may immediately give rise to continuing irreparable injury to the other Party, which injury may not be adequately compensable by damages at law, and the Party whose Confidential Information has been so disclosed is entitled to seek immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality undertakings, in addition to any other legal remedies which may be available. In addition, either Party may immediately terminate this Agreement, including all license rights granted herein, in the event the other Party breaches any of its confidentiality obligations hereunder.

In addition to the foregoing obligations that the Parties assume, they also agree to fully abide by the provisions of the Uniform Trade Secrets Act, and to protect all materials in accordance with the Uniform Trade Secrets Act as their interests appear. These rights and obligations are in addition to the specific rights and obligations set out in the foregoing section of this Paragraph 14 dealing with the nondisclosure of the defined “confidential information”.

The Parties recognize and agree that the Application, the Modules and the System, as well as related information, products, and services, may have use to others at the Customer’s organization, or to other groups at the Customer’s organization, to individual employees, or approved third party organizations, who act as agents for Customer. RAFT is permitted to offer services and products as discussed above to those individuals,
and others at the Customer’s organization or third party organizations who act as agents for Customer, without violation of the foregoing confidentiality provisions.

If Customer’s Confidential Information is required to be disclosed by law or by an order or notice from a court or governmental or regulatory agency, RAFT shall (i) promptly send a copy of the notice to Customer, (ii) cooperate with Customer if Customer wishes to object or condition such disclosure through a protective order or otherwise, and (iii) limit the extent of such disclosure to the minimum required to comply with the notice and will use commercially reasonable efforts to seek confidential treatment for that disclosure (i.e. filing “under seal”).

15. Disclaimer. RAFT does not warrant that the Application, the Modules, any related documentation, or any component of any of the foregoing, will meet Customer’s requirements or that Customer’s use of the Application or the Modules will be uninterrupted or error-free. RAFT AND RAFT’S SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, IN CONNECTION WITH THE APPLICATION, THE MODULES, THE DOCUMENTATION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED. THE APPLICATION, THE MODULES AND THE DOCUMENTATION ARE PROVIDED “AS IS”, WITH ALL FAULTS AND DEFECTS. RAFT has no obligation or requirement to continue production of the Application or the Modules. RAFT reserves the right to change the specifications of the Application or the Modules at any time, with or without notice to Customer.

RAFT does recognize that it has made specific representations, warranties, and covenants to Customer in Paragraph 8(b). As part of those representations, warranties, and covenants RAFT obligates itself to provide its best efforts to accomplish Customer’s goals and to provide an Application and Modules that are satisfactory to Customer; however, much of the work that RAFT is performing is research and development oriented on behalf of Customer, and it cannot represent that specific results will occur.

16. Limitation of liability. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, DATA OR GOODWILL, WHETHER INCURRED OR SUFFERED AS A RESULT OF NONPERFORMANCE OR UNAVAILABILITY OF THE SYSTEM, USER SUPPLIED INFORMATION, LOSS OF DATA, COST OF DATA RECONSTRUCTION, ERRORS IN INFORMATION, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO CUSTOMER’S PAYMENT OBLIGATIONS, AND TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE ARISING OUT OF OR RELATED TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT OR OTHERWISE EXCEED THE AMOUNT OF THE FEES, COSTS, OR EXPENSE REIMBURSEMENTS PAID HEREUNDER TO RAFT FOR THE WORK OR SERVICE UNDER WHICH THE DAMAGES WERE INCURRED AND IN NO EVENT FOR THE FEES, COSTS, OR EXPENSES REIMBURSED OR PAID FOR MORE THAN A ONE YEAR PERIOD.

This limitation applies to all causes of action or claims in the aggregate including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

17. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for an initial term of three (3) years. Thereafter, this Agreement will automatically renew on an annual basis unless
either Party provides written notice to the other Party of non-renewal at least ninety (90) days before the end of the initial term or any renewal term of this Agreement. Unless otherwise agreed by the Parties in writing, any such renewal shall be at the RAFT list price in effect at the time of such renewal. The initial terms plus all renewal terms shall not exceed five (5) years extended by mutual written agreement between parties.

18. Termination.

(a) **Termination.** Either Party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Either Party may terminate any Exhibit upon thirty (30) days prior written notice to the other Party of a material breach of such Exhibit by the other Party if such breach remains uncured at the expiration of such notice period.

(b) **Effect of Termination.** Termination of this Agreement shall automatically terminate any Exhibits then in effect provided that if this Agreement is terminated following a Party’s notice of non-renewal under Paragraph 17, any Exhibit then in effect shall continue in accordance with its terms and the terms of this Agreement shall continue to apply to the Parties’ obligations under such Exhibit. Notice of termination of any Exhibit shall not be considered notice of termination of this Agreement unless there are no other Exhibits in effect at such time and the notice specifically states that this Agreement is being terminated pursuant to such notice. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing or otherwise utilizing the System and RAFT’s Confidential Information. Termination of this Agreement or any Exhibit for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to RAFT prior to the effective date of termination. Upon termination for cause by RAFT, all future amounts due under this Agreement and all Exhibits shall be accelerated and become due and payable immediately.

(c) **Return of Customer Materials.** Upon request by Customer made within sixty (60) days after any expiration or termination of this Agreement, RAFT will make the Customer Materials available to Customer at a form reasonably acceptable to Customer; provided, however, that such professional services will be provided at RAFT’s then-current billing rates pursuant to a separately executed Exhibit, statement of work or other agreement between the Parties. After such sixty (60) day period, RAFT and its hosted service provider shall have no obligation to maintain or provide any Customer Materials and may thereafter, unless legally prohibited, delete all Customer Materials in its systems or otherwise in its possession or under its control.

19. **Survival.** All provisions of this Agreement relating to proprietary rights, confidentiality, publicity, disclaimer of warranty, limitation of liability and payment obligations (including, without limitation, Paragraphs 4, 8(a), 10, 14, 15, 16, 18(b), 18(c) and 19 through 31) shall survive the expiration or sooner termination of this Agreement, as shall any provisions that survive according to their express terms.

20. **Challenge to Agreement or Performance.** In case of legal challenge to any provisions or performance by either Party under this Agreement, the Parties agree that they shall abide by the terms of this Agreement and continue with their performance and payments hereunder, until a final decision of a state or federal court is issued on any matter under legal challenge.

21. **Taxes.** Customer shall pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transactions contemplated hereunder, excluding, however, income taxes on profits that may be levied against RAFT. Customer shall reimburse RAFT for the amount of any such taxes or duties paid or accrued directly by RAFT pursuant to this Agreement. Provided however, if Customer is a nonprofit, tax-exempt corporation and is
exempt from paying sales tax and federal excise taxes, RAFT shall not charge Customer for such taxes. As an agency of the State of Texas, Customer is tax-exempt.

It is the understanding of the Parties that if the taxes described above for reimbursement are increased after the date of this Agreement, RAFT shall also be reimbursed for them, and if taxes decrease after the date of this Agreement as defined above for reimbursement RAFT will make a refund to Customer.

22. Payments.

(a) Fees. Customer shall pay all fees specified in all Exhibits. On an annual basis during the term of any Exhibit (as applicable), with at least thirty (30) days written notice to Customer prior to the anniversary of the “Provision Date” set forth in such Exhibit, RAFT may increase any annual license fees payable under such Exhibit; provided, however, that such increase in annual license fees shall not exceed the increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U). Except as otherwise stated in an Exhibit, all fees are quoted and payable in United States dollars. Except as specifically set forth to the contrary under Paragraph 18(b), all payments made are non-refundable.

(b) Invoicing & Payment. Fees for the Application, any Modules and any other services will be invoiced in accordance with the relevant Exhibit. Except as otherwise set forth in an Exhibit, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice is received. Customer shall provide RAFT with complete and accurate billing and contact information.

(c) Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at RAFT’s discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

(d) Non-Payment and Suspension of Service. If Customer’s account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, RAFT reserves the right to suspend Customer’s access to and use of the System and any other services upon five (5) days written notice, without liability to Customer, until such amounts are paid in full.

(e) Professional Services. Except as otherwise set forth in an Exhibit, professional services will be billed by RAFT at its then-current billing rates. RAFT may require an upfront payment of fifty percent (50%) professional services costs. The remaining fifty percent (50%) of such professional services costs will be due and payable in accordance with RAFT’s invoicing procedures described above.

23. Publicity. (a) Customer may use RAFT’s trade names and trademarks to promote its safety program to its community (students, parents, staff, faculty, etc.), and (b) RAFT shall be permitted to display testimonials provided by Customer about the effect of RAFT products and services on its safety program on its website and reference materials so long as such testimonials (i) do not include Customer logo or other trademarked images and (ii) are displayed alongside testimonials by other RAFT customers. Except as otherwise agreed by the Parties in writing, neither Party shall use the name of the other, any of the other’s trade names or trademarks, or any of the names of the other’s employees or agents in any promotional work, advertising, or in any other form of publicity or for any other purpose not expressly authorized under this Agreement, without the other Party’s express written consent. (This section added in exchange for special pricing discount)

24. Complete Understanding. This Agreement, including all Exhibits and other addenda attached hereto, constitutes the final, complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes any prior proposals, understandings and all other oral and written agreements between the Parties relating to the subject matter hereof.
25. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

26. **Waiver and Amendment.** No modification, amendment or waiver of any provision of this Agreement or any shall be effective unless in writing and signed by the Party to be charged. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement or any shall operate as a waiver of any such right, power or remedy.

27. **Assignment.** Customer may not assign, by operation of law or otherwise (including, without limitation, by means of outsourcing), this Agreement, in whole or in part, without the prior written consent of RAFT, which consent shall not be unreasonably withheld. RAFT may subcontract some or all of its obligations hereunder in the ordinary course of its business. If RAFT is sold or acquired in whole or in part (whether by merger, operation of law, stock sale or the sale of all or substantially all of its assets) its performance obligations under this Agreement continue with the new entity in accordance with the applicable laws of the State of Texas.

28. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Texas, excluding conflict of laws provisions thereof, and the Parties hereby agree to submit any and all disputes arising from, or in connection with, this Agreement and any amendments and Exhibits to the exclusive jurisdiction of the federal and state courts with jurisdiction over Brazos County, TX.

29. **Independent Contractors.** RAFT and its personnel or agents, in performance of this Agreement, are acting as independent contractors and not as employees or agents of Customer. Under no circumstance will either Party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other.

30. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute a single agreement. Duplicate copies of this Agreement may be executed by the Parties, with each being deemed an original and all being deemed one and the same agreement.

31. **Agreement Provisions.** Each Exhibit, Module, order, and all other performance of any kind that RAFT undertakes for Customer shall be governed by the terms and conditions set forth in this Agreement. Whether this Agreement is referred to or not, it is the Parties’ specific intent to have the terms and conditions of this Agreement uniformly govern all of their business and contractual activities without exception. This Agreement’s terms and conditions are hereby incorporated by the Parties’ agreement in each and every subsequent document that they sign ordering services, modules, and customizations, or any other performance between Customer and RAFT.

32. **State Contracting Requirements.**

Electronic and Information Resources. RAFT represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TAMU 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 RAFT becomes aware that the EIRs, or any portion thereof, do not comply, then RAFT shall, at no cost to TAMU, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

Delinquent Child Support Obligations. Under Section 231.006, Texas Family Code, the vendor 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 Agreement may be terminated and
payment may be withheld if this certification is inaccurate.

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

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

Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, RAFT 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 Agreement may be terminated and payment withheld if this certification is inaccurate.

Public Information.
(a) RAFT 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.

(b) Upon TAMU’s written request, RAFT 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.

(c) RAFT acknowledges that TAMU may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

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 RAFT and TAMU may terminate this Agreement without further duty or obligation hereunder. RAFT acknowledges that appropriation of funds is beyond the control of TAMU.

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

Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Dispute Resolution. RAFT must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. RAFT must submit written notice of a claim of breach of contract to the University Contracts Officer, TAMU.
Conflict of Interest. By executing and/or accepting this Agreement, RAFT and each person signing on behalf of RAFT 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 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.

Non-Waiver. RAFT 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.

[Signature Page(s) and Exhibit(s) Follow]
The Parties' authorized representatives have executed this Agreement as of the Effective Date.

**Research Applications and Financial Tracking, Inc.**

Signed: ____________________________

Name: Nathan Watson

Title: President & CEO

**Texas A&M University at Qatar**

Signed: ____________________________

Name: Robert C. Bounds

Title: Director, Procurement Services

The Parties agree to execute this Agreement and Exhibits appended hereto by electronic means, via facsimile/scanned signatures.

By:
Research Applications and Financial Tracking, Inc.
Authorized Signature

By:
Texas A&M University at Qatar
Authorized Signature
Exhibit A-1: BioRAFT Platform Licensing Agreement

I. Introduction
The BioRAFT Platform is the underlying application on which all BioRAFT Modules and features operate. It provides the organizational structure of the Application including, toolsets for integration with institutional systems, user and permissions management, system logs and tracking tools, standardized APIs for feature development, etc. This Exhibit A-1 serves to detail the licensing of the BioRAFT Platform.

This Exhibit A-1 is governed by the terms of the Master Software Licensing and Development Agreement, dated March 14, 2017 in effect between RAFT and Customer (the “Master Agreement”). All terms and conditions and definitions not covered in this Exhibit A-1 are defined in the Master Agreement.

II. BioRAFT Platform Module Package
The following standard Modules will be available as part of the BioRAFT Platform via HTML 4 compliant Web browsers. The Application is provided such that a profile specific to each Customer laboratory and user is created. Access will be granted based on verification of a valid customer specific user account as defined by Customer through the System Access Module. RAFT has developed the following Modules that authorized users will view and/or utilize upon accessing the Application.

System Access Module
This Module serves to interact with Customer’s authentication system and thereby grant access to successfully authenticated individuals into the Application. BioRAFT supports a number of authentication technologies and services. Modifications necessary to BioRAFT’s System Access Module in order to support authentication integration is detailed the Statement of Work or in additional Exhibits.

User Directory Connect Module
This Module serves to interact with Customer’s user directory server thereby enabling automatic account creation and decommission, user look-ups and adding of users to groups, user management, etc. BioRAFT currently supports secure integration with Active Directory and Lightweight Directory Access Protocol (LDAP). Any specialized configurations or development necessary to BioRAFT in order to support user directory integration should be detailed in additional Exhibits.

Temporary Account Module
This Module provides the ability for Customer to request temporary access to the Application for individuals not listed in Customer’s user directory. By default this module is disabled, and is only enabled when individuals are authorized to request creation of temporary accounts (see below). When configured and enabled, this feature is most often utilized for providing access to visiting researchers and contractors who are required to complete online training via BioRAFT, but maybe utilized for other justifiable reasons as well. This feature is not to be used to provide access for those individuals that will, but have yet to receive an account in the Customer’s user directory. Temporary accounts by default may be granted for up to one year at a time and may be renewed upon request. RAFT reserves the right to deny a temporary account for any individual not deemed an employee of Customer or is not a documented agent of Customer that reasonably requires access to the Application.

Individuals authorized to request the creation of temporary accounts must meet the following requirements: 1) a Customer authorized User with valid user directory account; 2) an authorized official of Customer.

Messaging Module
This Module provides functions to send messages to users on behalf of the Customer and to track messages sent serving as a system of record. Messages are provided as emails or onscreen notices. Messages may be
sent directly by authorized users, or by other Modules and features included within the Standard Module Package or that may be added in the future.

**Location Management Module**
This Module serves to populate the system with a list of the buildings and spaces. Authorized personnel are able to: attach documents/reports to buildings, organize research spaces/rooms and their responsible parties, assign labs and individuals to spaces, track usage and contacts, and track associated documents.

**Lab and User Profile Modules**
Lab Profile - Displays laboratory specific information for purposes of oversight and quick viewing. Profiles are viewable by compliance staff and members of the laboratory.

User Profile - Displays user specific information for purposes of oversight and quick viewing. Viewable by administration level roles with access rights specific to the information type and the user to whom the profile belongs. General profile information is populated via a security connection from the Customer’s LDAP.

**Web Form Manager Module**
Web Forms can be developed to gather nearly any information and multiple forms can be combined to create a step-by-step process. Administrative features may include; reports of status of forms, setting requirements, review process, view form process history, version control to track changes. Forms may be developed for Customer on a per project basis for an additional fee. Development projects must be documented in additional Exhibits.

### III. Statement of Work
The RAFT Team will perform the following work:

- Provide maintenance, patching, and support for servers, systems, applications and other underlying services required for operation of the BioRAFT Platform Application

- Install, deploy, maintain, and support the BioRAFT Platform Application accessible through a Secure Socket Layers (SSL) connection at https://TAMU.Q.bioraft.com, and maintain its availability as described in the BioRAFT Service Level Agreement.

- Configure Customer’s implementation of the BioRAFT Platform Application with the standard BioRAFT theme (Customer name, color, logo, standard notices)

- Install and configure the BioRAFT Platform Module Package

- Work with Customer’s IT team to integrate the Application with 1) Customer’s authentication system via OneLogin.com, and 2) Customer’s user directory system utilizing LDAP over SSL. Any required development or specialized configuration necessary to achieve such integrations shall be quoted and documented in additional Exhibits.

- Upon Customer request, RAFT will provide additional support, rollout, development, and professional services. Statements of work and fees shall be set forth in additional Exhibits, if applicable.

### IV. Fees
All fees quoted at any time are given exclusive of any sales or other taxes as described in Paragraph 21 of the Master Agreement. Where applicable (if at all), all RAFT products shall be provided FOB to Customer, freight prepaid.
The fees for the System and associated services are set forth below. The “Provision Date” will be the earlier of (i) the date on which the Application is first accessible to, and accessed by, Customer; or (ii) 60 days from the execution of this Exhibit A-1. For the services, the fees shall be as follows.

| BioRAFT Platform | $5,500 one-time setup and configuration fee, and an annual license fee of $5,200 to be paid to RAFT. |

The annual licensing and one-time setup and configuration fee payment is due upon execution of this Exhibit A-1 to hold the Provision Date described in Paragraph VI (License Period and Provision Date) below, and represents a portion of the total fees to be paid by Customer.

Subsequent annual license fee payments are due annually on the anniversary of the Provision Date. Additional terms and conditions of the annual license fee are set forth in Paragraph V (Terms) below.

V. Terms

The fees listed in this Exhibit A-1 apply to use by Authorized Users located in Qatar, and no additional IT infrastructure will be provided outside of our standard system based in the United States of America.

No additional terms.

VI. License Period and Provision Date

Customer shall have access to the Application and Modules described herein for the period of 3 years from the “Provision Date”, or as mutually agreed upon in writing between Customer and RAFT. Thereafter, this Exhibit A-1 will automatically renew on an annual basis unless either Party provides written notice to the other Party of non-renewal at least ninety (90) days before the end of the initial term or any renewal term of this Exhibit A-1. Unless otherwise agreed by the Parties in writing, any such renewal shall be at the RAFT list price in effect at the time of such renewal. Upon any expiration or termination of this Exhibit A-1, Customer shall, as of the date of such expiration termination, immediately cease accessing or otherwise utilizing the Modules licensed to Customer under this Exhibit A-1.

The Parties have read and agree to the terms and conditions attached hereto. This Exhibit A-1 shall be effective only when executed below by both Parties.

Research Applications and Financial Tracking, Inc.  Texas A&M University at Qatar

Signed

Name: Nathan Watson
Title: President & CEO
Date: April 4, 2017

Signed: ____________________________
Name: Robert C. Bounds
Title: Director, Procurement Services
Date: 4.4.2017
Exhibit B-1: BioRAFT Modules Package Service License

I. Introduction
The BioRAFT Modules are integrated with the BioRAFT platform to provide the ability to manage and oversee research compliance and training. The following modules are included: Inspection Module, Equipment Module. This Exhibit B-1 serves to detail the modules included in the BioRAFT Modules Package Service License.

This Exhibit B-1 is governed by the terms of the Master Software Licensing and Development Agreement, dated March 14, 2017 in effect between RAFT and Customer (the “Master Agreement”). All terms and conditions and definitions not covered in this Exhibit B-1 are defined in the Master Agreement.

II. Description of BioRAFT Modules Package
The following modules, as periodically modified and enhanced by RAFT, are included in the BioRAFT Modules Package.

Equipment Module
The Equipment Module provides an expandable mechanism for tracking critical information about the equipment used in a research center. It allows compliance staff and researchers to enter and maintain information about what equipment they have, and allows compliance officers to track key compliance related information and view reports of this information. In addition to tracking basic information (such as serial number, manufacturer, location, etc), maintenance and certification information is also tracked (certifications timeframes, service contracts, etc). The Equipment module currently includes tracking of multiple equipment types, including, 3-D Printers, Autoclaves, Biosafety Cabinets, Centrifuges, Eyewash/Showers, Film Developers, Freezers, Gamma Counters, Geiger Counters, High Powered Magnets, High Speed Cell Sorter/Analyzers, Hoods, Incubators, Lasers, Local Exhaust/Workstations, Refrigerators, Scintillation Counters, Sealed Sources, X-Ray Devices. Additional equipment types may be added for an additional fee.

Inspection Module
The Inspection Module provides a tool for safety inspectors to document the laboratory inspections they perform and to send the results to lab personnel. Inspection reports can be completed in the lab using a tablet PC or at any computer with an Internet connection. The interface allows for rapid data entry by simply checking off recommendation and violations from a preset list. Default corrective actions associated to the violations selected are automatically compiled into a customizable report. The Inspection Management Module retains all inspection records and tracks who conducted the inspection, when it was conducted and by whom, when it was sent to the lab, and the status (draft, pending follow-up, finalized) of each inspection report.

III. Statement of Work
The RAFT Team will perform the following work:

- RAFT will install and configure the Inspection Module, Equipment Module modules on Customer’s BioRAFT site. RAFT will configure initial user authorizations and roles for Customer’s Environmental Health and Safety staff.

- Inspection Module – RAFT will configure and import inspection types, default inspection text, and default correction action text from standardized format. RAFT will provide Customer with a template of inspection and corrective action text in a standardized format to edit and return to RAFT for importation.
RAFT will import the final inspection types, inspection text and corrective action text once. Additional imports or edits will be billed at a standard hourly rate.

- Equipment Module – RAFT will configure currently available equipment types in BioRAFT. These equipment types include 3-D Printers, Autoclaves, Biosafety Cabinets, Centrifuges, Eyewash/ Showers, Film Developers, Freezers, Gamma Counters, Geiger Counters, High Powered Magnets, High Speed Cell Sorter/Analyzers, Hoods, Incubators, Lasers, Local Exhaust/Workstations, Refrigerators, Scintillation Counters, Sealed Sources, X-Ray Devices. Additional equipment types may be added for an additional fee.

- RAFT will provide quality assurance testing of data imports, configured introduction text and email templates, and modifications to standard web-forms.

- Upon Customer request, RAFT will provide additional support, rollout, configuration, development, and professional services. Statements of work and fees shall be set forth in additional Exhibits, if applicable.

IV. Fees

All Fees quoted at any time are given exclusive of any sales or other taxes as described in Paragraph 21 of the Master Agreement. Where applicable (if at all), all RAFT products shall be provided FOB to Customer, freight prepaid.

The fees for the System and associated services are set forth below. The “Provision Date” will be the earlier of (i) the date on which the herein listed BioRAFT Modules are first accessible to, and accessed by, Customer; or (ii) 60 days from the execution of this Exhibit B-1. For the services, the Fees shall be as follows.

<table>
<thead>
<tr>
<th>BioRAFT Modules Package</th>
<th>$15,000 one-time setup and configuration fee, and an annual license fee of $13,600 to be paid to RAFT.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The one-time setup and configuration fee payment is due upon execution of this Exhibit B-1 to initiate implementation and to hold the Provision Date described in Paragraph VI (License Period and Provision Date) below, and represents a portion of the total fees to be paid by Customer.</td>
</tr>
<tr>
<td></td>
<td>The annual license fee payment is due on the Provision Date. Subsequent annual license fee payments are due annually on the anniversary of the Provision Date. Additional terms and conditions of the annual license fee are set forth in Paragraph V (Terms) below.</td>
</tr>
</tbody>
</table>

V. Terms

The fees listed in this Exhibit B-1 apply to use of the herein listed BioRAFT Modules by a portion of Customer’s Authorized Users located in Qatar and consisting of the Environmental Health and Safety staff and the personnel that work in 65 or fewer laboratory groups. Use by additional Authorized Users may require additional fees.

No additional terms.
VI. License Period and Provision Date:

Customer shall have access to the above listed BioRAFT Modules for the period of 3 years from the "Provision Date", or as otherwise mutually agreed upon in writing between Customer and RAFT. Thereafter, this Exhibit B-1 will automatically renew on an annual basis unless either Party provides written notice to the other Party of non-renewal at least ninety (90) days before the end of the initial term or any renewal term of this Exhibit B-1. Unless otherwise agreed by the Parties in writing, any such renewal shall be at the RAFT Academic Discount list price in effect at the time of such renewal. Upon any expiration or termination of this Exhibit B-1, Customer shall, as of the date of such expiration or termination, immediately cease accessing or otherwise utilizing the Modules licensed to Customer under this Exhibit B-1.

The Parties have read and agree to the terms and conditions attached hereto. This Exhibit B-1 shall be effective only when executed below by both Parties.

Research Applications and Financial Tracking, Inc.                         Texas A&M University at Qatar

Signed: ______________________                                        Signed: ______________________

Name: Nathan Watson                                         Name: Robert C. Bounds

Title: President & CEO                                  Title: Director, Procurement Services

Date: April 4, 2017                                   Date: 4.4.2017
Exhibit C-1: BioRAFT Rollout Professional Services

I. Introduction
This Exhibit C-1 serves to detail rollout services to be provided by RAFT to Customer. Services for custom data cleanup, configurations, and integration with other systems are detailed in additional professional service exhibits.

This Exhibit C-1 is governed by the terms of the Master Software Licensing and Development Agreement, dated March 14, 2017 in effect between RAFT and Customer (the "Master Agreement"). All terms and conditions and definitions not covered in this Exhibit C-1 are defined in the Master Agreement.

II. Statement of Work and Fees
RAFT will perform the following work (fees will be invoiced following the completion of work):

<table>
<thead>
<tr>
<th>Professional Services Fees</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Data Import</td>
<td></td>
</tr>
<tr>
<td>• From standard data collection</td>
<td></td>
</tr>
<tr>
<td>worksheets (up to two iterations per worksheet)</td>
<td></td>
</tr>
<tr>
<td>Standard Implementation Management</td>
<td></td>
</tr>
<tr>
<td>• Up to 4 weekly implementation</td>
<td></td>
</tr>
<tr>
<td>meetings for Platform</td>
<td></td>
</tr>
<tr>
<td>• Up to 4 implementation meetings for</td>
<td></td>
</tr>
<tr>
<td>each licensed module</td>
<td></td>
</tr>
<tr>
<td>Tablet - iPad Mini (Data service not included)</td>
<td></td>
</tr>
<tr>
<td>On-site Training &amp; Implementation</td>
<td></td>
</tr>
<tr>
<td>3 people for 3 days; expenses included</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

$8,000

All fees quoted at any time are given exclusive of any sales or other taxes as described in Paragraph 21 of the Master Agreement. Where applicable (if at all), all RAFT products shall be provided FOB to Customer, freight prepaid. All services must be paid in USD.

III. Terms
No additional terms.
The Parties have read and agree to the terms and conditions attached hereto. This Exhibit C-1 shall be effective only when executed below by both Parties.

Research Applications and Financial Tracking, Inc. 

Signed: ________________________________

Name: Nathan Watson

Title: President & CEO

Date: April 4, 2017

Texas A&M University at Qatar

Signed: ________________________________

Name: Robert C. Bounds

Title: Director, Procurement Services

Date: 4/4/2017
Exhibit D: Support and Maintenance

See attached.

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Exhibit E: Hosting Service Level Agreement

See attached.

THIS SPACE INTENTIONALLY LEFT BLANK
Exhibit D: Support and Maintenance

I. Introduction

This Exhibit D describes the support and maintenance RAFT will provide with respect to the System. Any additional maintenance and support services not set forth in this Exhibit D may be provided by RAFT as professional services and addressed by the Parties in such manner and on any additional terms and conditions (including pricing) as are mutually acceptable to the Parties and set forth in an Exhibit executed by the Parties.

II. Support

Support is provided by two means:

- Email support: support@biornaft.com
- Phone support: 1-800-939-RAFT (7238)

Standard support operating times are Monday to Friday, 9:00 AM - 5:00 PM Eastern Time excluding U.S. federal holidays. Support requests made outside of this time will be responded to within the response times described below starting at 9:00 AM Eastern Time the following business day. Support requests will be handled accordingly:

<table>
<thead>
<tr>
<th>Request Classification</th>
<th>Description</th>
<th>Response Times (within standard support times)</th>
<th>Resolution Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Outage</td>
<td>System outage rendering system inaccessible</td>
<td>&lt; 6 hours</td>
<td>As soon as possible; not to exceed 24 hours</td>
</tr>
<tr>
<td>Class I</td>
<td>Important feature of the System does not work and substantially reduces material functionality of the System</td>
<td>&lt; 24 hours</td>
<td>&lt; 72 hours</td>
</tr>
<tr>
<td>Class II</td>
<td>Non-critical feature of the System does not work and reduces functionality of the System</td>
<td>&lt; 24 hours</td>
<td>&lt; 30 days</td>
</tr>
<tr>
<td>Class III / General</td>
<td>Other minor issues related to the System; Troubleshooting, Answering user questions, User guidance, General feedback</td>
<td>&lt; 72 hours</td>
<td>Estimate provided at time of response</td>
</tr>
</tbody>
</table>

Customer-side Support Coordinators

In conjunction with support provided by RAFT, Customer should designate two internal individuals (i.e. primary and auxiliary) who will serve as support coordinators working with RAFT’s support team and having the responsibility of responding to and coordinating with Authorized Users for the following types of support requests:

- Content, research domain, regulatory compliance, and internal policy related questions
- User authorizations, group designations, and roles that are controlled by Customer within the System
• Internal IT related questions or issues (e.g. password assistance, changes in user directory)
• Support requests from end-users who are not provided direct support (for medium or low priority issues)
• Approval for role / permission changes to authorized users, and for authorization to release or change data administratively

III. System Maintenance

RAFT will provide maintenance, patching, and support for servers, systems, applications and other underlying services required for RAFT’s operation of the System in accordance with the Master Agreement.

Updates: RAFT will provide standard updates for the System at no additional cost. Such updates may include (1) procedures or new program code implemented by RAFT to correct errors in the System and to allow the System to continue to function under supported versions of an applicable browser, (2) modifications and enhancements to improve functioning of the System, and (3) new versions or releases of the System, or a particular component of the System provided by RAFT which improves the functionality or which adds functional capabilities to the System.

Maintenance Window: The weekly maintenance window is Wednesday night beginning at 10:00 PM Eastern Time to Thursday morning at 6:00 AM Eastern Time; provided however, in the interest of maintaining the security and integrity of the System, certain exceptions apply and may be performed outside the above stated window: operating system patches; service software patches; and critical bug fixes.

System Compatibility: As the System is accessed via web browser, RAFT supports the current and two previous major releases of Chrome, Firefox, Internet Explorer, and Safari on a rolling basis. Each time a new version is released, we begin supporting that version and stop supporting the third most recent version. Due to differences in web browser software, all features may not function in the same manner. Mobile devices such as phones and tablets running mobile web browser software may be used to access the System; provided, however compatibility for mobile devices is not guaranteed.

IV. Maintenance and Support Limitations

The following is a non-exhaustive list of areas that are outside the scope of RAFT support and maintenance obligations:
• Configuring of Customer firewall software and/or hardware
• Problems with Customer connection to the Internet
• Configuration of Customer anti-virus software (such as Norton Antivirus)
• Configuration of Customer web browser software
• General use of PCs, Macs, or the Internet, including operating system related questions about Microsoft Windows or Apple OS X
• Software development assistance
• Use of the System on a non-Windows or non-Apple OS X computer
• Assistance with institutional user authentication and directory systems
Introduction
Research Applications and Financial Tracking, Inc. is committed to providing you with superior service and support. This agreement is between you (hereafter referred to as "Customer", "customer" or "you"), the subscriber to the BioRAFT services, and Research Applications and Financial Tracking, Inc. (hereafter referred to as "RAFT", "we", or "us") who hosts the BioRAFT suite of research and collaboration services (hereafter referred to as "BioRAFT").

Guarantee
During the Term of the license agreement, BioRAFT will be available (as defined below) to Customer with a Monthly Uptime Percentage of at least 99.9% during any calendar month. If RAFT does not meet the terms of this SLA, and if Customer meets all obligations defined herein, then Customer will be eligible to receive the credits outlined below.

Definitions
- "Available" and "Availability" means, the ability to connect and authenticate to BioRAFT with a web browser or, in the case of an API, in a properly formatted electronic request. Exclusions outlined below.
- "Monthly Uptime Percentage" means total number of minutes in a calendar month, minus the sum of all Downtime Periods in a billing month, divided by the total number of minutes in a billing month.
- "Downtime" means, the lack of availability of the BioRAFT Service.
- "Downtime Period" means, for an account, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Penalty/Service Credit
Service credit will be provided to Customer as outlined below. The percentages are calculated from the prorated monthly bill based on the total annual recurring costs due under the applicable service agreement.

<table>
<thead>
<tr>
<th>Availability Range</th>
<th>Penalty Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.5% - 99.89%</td>
<td>5%</td>
</tr>
<tr>
<td>99.0% - 99.49%</td>
<td>7.5%</td>
</tr>
<tr>
<td>97.0% - 98.99%</td>
<td>10%</td>
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Customer Obligations
In order to receive the Service Credits described above, Customer must notify RAFT within thirty days from the time Customer becomes eligible to receive the Credit. Customer must provide reasonable proof to substantiate the claim. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit. To notify RAFT of Credit eligibility, please contact us at support@bioraft.com.

Maximum Service Credit
The maximum number of Service Credits to be issued by RAFT to Customer in a calendar month shall not exceed 50% of the prorated amount due by Customer for the applicable month.

Exclusions
The determination of BioRAFT availability is not affected by:

- Scheduled maintenance
- Customer’s Internet connection or firewall/network issues
- Outages elsewhere on the Internet that hinder Customer access to services
- Domain Name Service ("DNS") issues outside the direct control of us, including propagation delays
- Acts or omissions (or acts or omissions of others engaged or authorized by Customer), including negligence, willful misconduct, or use of the service in breach of this Agreement or the Terms of Service
- Attacks (including denial of service attacks and virus/worm attacks) and hackers
- War, insurrection, sabotage, armed conflict, embargo, or terrorist attack
- Unavailability, interruption, or delay of telecommunications of a third party
- Acts of God

Scheduled Maintenance
RAFT maintains a rolling maintenance window between the hours of 10:00 PM Eastern Time on Wednesday to 6:00 AM Eastern Time on Thursday. Scheduled maintenance causing Downtime is performed inside of this window. In the interest of maintaining the security and integrity of BioRAFT, certain exceptions apply and may be performed outside of the above stated window:

- Operating System patches
- Server Software patches
- Critical bug fixes

Duration
This agreement between RAFT and Customer shall be understood to exist until such time that any of the following events or combination of the following events occur: (a) Customer’s contract with RAFT expires, (b) payment for contracted services becomes more than 29 days past due, (c) Customer is notified by email or in writing with no less than 7 days prior notice to an update to this agreement at the US Postal address or email address listed as the designated contact, at which time the new or updated Agreement shall, by lack of objection, be agreed to.