ADDENDUM
By and Between
iMotions, Inc.
&
Texas A&M University

This addendum ("Addendum") amends and supplements the Sales and License Agreement ("Agreement") between iMotions, Inc. ("iMotions"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. 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. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. In section 1.2, the following is added: "Payment from TAMU will be due thirty (30) days from the date of TAMU receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code."
3. Section 3 is deleted and replaced with the following: "iMotions 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. iMotions must submit written notice of a claim of breach of contract to the University Contracts Officer, Texas A&M University.
   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. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas."
4. Section 4.1 is deleted in its entirety.
5. In section 4.2, the following is added: "This Agreement may be terminated without penalty, by TAMU without cause by giving sixty (60) days written notice of such termination to the iMotions. In no event shall such termination by TAMU as provided for under this Section give rise to any liability on the part of TAMU, but not limited to, claims of iMotions for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TAMU's sole obligation hereunder it to pay iMotions for products and/or services ordered and received prior to the date of termination. The initial term plus any renewal terms of this Agreement shall not exceed a total of five (5) years, unless extended by mutual written agreement between parties."
6. The following language is incorporated into the Agreement:

State Contracting Requirements:

Electronic and Information Resources. iMotions 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 iMotions becomes aware that the EIRs, or any portion thereof, do not comply, then iMotions 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, iMotions agrees that any payments owing to iMotions under this Agreement may be applied directly toward certain debts or delinquencies that iMotions 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 iMotions is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then iMotions certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that iMotions is exempt from the payment of franchise (margin) taxes.

Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, iMotions 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) iMotions 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, iMotions 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) iMotions acknowledges that TAMU may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2251.253(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 iMotions and TAMU may terminate this Agreement without further duty or obligation hereunder. iMotions acknowledges that appropriation of funds is beyond the control of TAMU.

State Auditor’s Office. iMotions 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. iMotions agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. iMotions 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.

Conflict of Interest. By executing and/or accepting this Agreement, iMotions and each person signing on behalf of iMotions 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. iMotions 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.

ACCEPTED & AGREED:

iMotions

Signature

Name & Title: Sep 1st, 2017

Date

Texas A&M University

Signature

Robert C. Bounds, Director, Procurement Services

Name & Title: 9.5.2017

Date
SALES AND LICENSE AGREEMENT

This Sales Agreement ("Agreement") dated as of the Effective Date specified below by and between the Client named below and iMotions, Inc. ("iMotions"), a US corporation having its principal place of business at 285 Summer Street, Suite 201, Boston, MA 02110. This Agreement consists of this cover page (the "Cover Page"), Appendix 1, (Terms and Conditions) and Appendix 2 (Software) and Appendix 3 (Hardware). By executing this cover page iMotions and Client, through their authorized representatives identified below, agree to be bound by this Agreement.

Bill To Name: Texas A&M College Station - Department of Psychology
Bill To: Texas
United States
Account Name: Texas A&M College Station - Department of Psychology
Contact Name: Heather Lench
Email: hlench@tamu.edu
Phone: (979) 845-0377

Ship To Name: Texas A&M College Station - Department of Psychology
Ship To: Texas
United States
Created Date: 8/10/2017
Expiration Date: 8/31/2017
Quote Number: 00013164

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<th>Product</th>
<th>Product Family</th>
<th>Sales Price</th>
<th>Quantity</th>
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<td>Software</td>
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<td>Module - Screen-Based Eye Tracing</td>
<td>Software</td>
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<td>Hardware</td>
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</table>

Subtotal: USD 35,255.00
Total Price: USD 35,255.00
Grand Total: USD 35,255.00

TERMS

Delivery Terms: SW will be delivered via email upon receipt of signed agreement. HW will be delivered in approx. 2-3 weeks.
Special Payment Terms: Net 30 days.
Other Terms: Support and upgrade will be invoiced annually at $3,075 USD. First year included free of charge.
Vendor: IMotions Inc

Signature:

Representative: Peter Hartzbach

Title: Founder & CEO

Account Name: Texas A&M College Station - Department of Psychology

Signature:

Representative: ROBERT C. BOUNDS

Title: DIRECTOR, PROCUREMENT SERVICES

TERMS & CONDITIONS

APPENDIX 1 TERMS AND CONDITIONS

1. GENERAL TERMS

1.1 Payment Terms: Client agrees to pay IMotions the amount set forth in Section 4 of General Terms according to the payment terms specified in Section 4, unless otherwise specified in the Special Payment Terms on the Cover Sheet of this proposal. Client will be responsible for the payment of any taxes arising out of this Agreement, including but not limited to sales tax. 1.2 Late Payment: If Client fails to make any payments when due, IMotions will charge a fee of USD 50 per reminder until paid in full and payment for past due amounts. 1.3 Assignment: Neither party may assign or otherwise transfer this Agreement or any of the rights of either party without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns. 1.4 No Waiver: Failure or delay by a party in exercising any right, power or remedy will not prejudice the exercise thereof or act as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement. 1.5 Universities and other academic institutions: Universities and other academic institutions acquire systems - software and hardware - at special discounted rates. These systems may only be used to conduct non-commercial research. If there is a need to conduct commercial research, please contact IMotions to upgrade the license to a commercial license.

TERMINATION

2.1 Termination: If a party believes that the other party has failed to perform a material obligation under this Agreement (a "Breach"), then that party may provide written notice to the breaching party describing the Breach in reasonable detail and referencing this Section 2.1. If the breaching party does not cure the Breach within thirty (30) days after receiving such notice, then the non-breaching party may terminate this Agreement for cause by providing written notice to the breaching party. If Client breaches the restrictions imposed under the EULA, IMotions may, without affecting any other rights and remedies IMotions may have, terminate this Agreement immediately upon written notice to Client. Termination of this Agreement is in addition to, and not in lieu of, other remedies available to the terminating party under this Agreement. No termination of this Agreement will relieve Client of its payment obligations according to the Cover Page.

3. LAW AND DISPUTES

3.1 Informal Dispute Resolution: At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through informal means described in this Section 3.1. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other relevant non-privileged information related to the dispute. The representatives will undertake to resolve the dispute without the necessity of any formal proceeding. Formal proceedings may not be commenced until the earlier of: (i) the representatives conclude that resolution through continued negotiation is unlikely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may commence formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

3.2 Limitation of Actions: No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than two (2) years after the accrual of the cause of action, except that proceedings for non-payment may be brought up to two (2) years after the date the last payment was due. 3.3 Governing Law: This Agreement will be governed by the laws of Delaware, USA.

4.0 PAYMENT TERMS

4.1 Unless specified in the &quot;Special Payment Terms&quot; section of this document above, payment is due 14 days after invoice date. 4.2 Support and Upgrade is invoiced annually after first year, the first period begins on the date of the receipt of this signed instrument or a purchase order from Buyer.

APPENDIX 2 SOFTWARE

1.1 License: IMotions hereby grants to Client a non-assignable, nonexclusive, non-transferable license to use the Software and the add-on modules described on the Cover Page (the "Software") in accordance with the end user license agreement (the "EULA") provided with the Software. All terms and conditions of this Agreement and the EULA are material terms of the license granted to Client. Academic customers receive academic discount and therefore the license cannot be applied for commercial use. The Software, including all updates, upgrades, and enhancements, is licensed on a Commercial Use basis.

2.1 Support and Upgrade: Support includes, phone and web based application support according to IMotions Support policy, and access to extranet Upgrade includes free...
upgrades to the Software, which enhance or improve the functionality of the preceding version of the Software. 1.3
Ownership. iMotions retains all intellectual property rights, title and interest in and to the Software provided under this
Agreement. Neither this Agreement nor the EULA conveys to Client title or ownership of the Software, but only a right of
use in accordance with this Agreement and the EULA. 1.4 Validity of licence. The Software Licence is valid provided
however that (i) Support &amp; Upgrade is current, (ii) the most current Software release is installed within 6 months after
notice to Client of availability of the release, and (iii) that invoices are paid for on due dates. 2. REJECTION OF LICENSE
TERMS 2.1 Client acknowledges that it must agree to the terms of the EULA to complete the installation of the Software. If
Client does not wish to accept the terms of the EULA, Client may refuse to accept the terms of the EULA prior to or during
the installation process and return the unused Software to iMotions for a full refund. Once Client has installed the
Software and accepted the EULA, the right to return the Software under this Section 2 expires and may not be exercised.
No warranty is provided for the Software under this Agreement. The warranty for the Software is solely as set forth in the
EULA. APPENDIX 3: HARDWARE 1. PURCHASE OR RENTAL OF HARDWARE 1.1 Hardware. iMotions will deliver the
Hardware described on the Cover Page (the "Hardware") to Client at the location(s) set forth on the Cover Page (the
&amp;quot;Location(s)&amp;quot;). 1.2 Installation. Client is responsible for installation of the Hardware. iMotions will provide written
instructions for installing the Hardware. Client is solely responsible for installation of the requisite electrical power lines.
iMotions does not provide electrical service, and will not be responsible for the inspection of such electrical installation.
1.3 Ownership. 1.3.1 If Client purchases Hardware from iMotions, title to and ownership of the Hardware transfers to Client
when the applicable charges for the Hardware and delivery as specified on the Cover Page are paid in full. 1.3.2 If Client
rents Hardware from iMotions, title to and ownership of the Hardware remains with iMotions at all times. If any Hardware
that Client has rented from iMotions is lost, damaged or destroyed, Client agrees to pay iMotions the then-current list price
for the Hardware. Rental payments are not refundable. 1.3.2.1 Client shall return rented Hardware at its own expense for
receipt by iMotions on or before end date described on the Cover Page. 2. LIMITED WARRANTY; REMEDIES FOR
BREACH OF WARRANTY 2.1 Warranties. iMotions warrants that, for a period of ninety (90) days commencing on the date
the Hardware is delivered, the Hardware will be free from defects in materials and workmanship. The warranty period
specified in this Section 2.1 could be considered a deviation from default warranty periods that may be applicable under
law or commercial practice where contractual provisions do not specify a warranty period. Client acknowledges that the
warranty period specified above is a material commercial term of this Agreement and that the fees charged by iMotions
would have been materially different if the warranty period had been longer. 2.2 Remedy. If Client believes there has been
a breach of warranty under Section 2.1, Client shall notify iMotions in writing within the warranty period stating the alleged
breach in sufficient detail to enable iMotions to recreate it. If there has been a breach of warranty, then iMotions' sole
obligation, and Client's exclusive remedy, will be for iMotions to correct it at no additional charge. If iMotions is unable to
correct a breach of warranty after repeated efforts, Client will also be entitled to an equitable adjustment in iMotions'
charges for the Hardware to reflect any reduction in its value as a result of the uncorrected breach of warranty. 2.3
Exclusions. iMotions is not responsible for any claimed breaches of the foregoing warranty caused by: (i) modifications
made to the Hardware by anyone other than iMotions; (ii) the combination, operation or use of the Hardware with other
items iMotions did not supply; (iii) Client's failure to use any new or corrected versions of the Hardware made available by
iMotions; or (iv) iMotions' adherence to Client's specifications or instructions. 2.4 DISCLAIMER. THE FOREGOING
WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,
ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY
IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR
USAGE OF TRADE.