FIRST AMENDMENT TO THE
REALRECRUIT, LLC SOFTWARE AS A SERVICE ("SaaS") AGREEMENT
BETWEEN
REALRECRUIT, LLC
AND
TEXAS A&M UNIVERSITY

Pursuant to the terms of the RealRecruit, LLC Software as a Service ("SaaS") Agreement ("Agreement") entered into by RealRecruit, LLC ("Licensor"), and Texas A&M University ("Subscriber"), effective as of September 1, 2016 (the "SaaS"), Licensor and Subscriber do hereby adopt the following amendments to the Agreement effective as of the 25th day of September, 2017:

WHEREAS, the Licensor and Subscriber intend to continue to be bound by the terms of the Agreement; and

WHEREAS, Licensor and Subscriber desire for the terms of the Agreement to reflect current best practices for the provision of services and products to athletic departments by independent service providers;

NOW THEREFORE, BE IT RESOLVED, that in accordance with the provisions of Paragraph 17(b) of the Agreement, Licensor and Subscriber hereby agree that the Agreement shall be amended as follows:

1. The text of the unnumbered preamble of the Agreement shall be amended by inserting the following clause after the word ("Licensor"):

   a limited liability company formed under the laws of the State of North Carolina,

2. The text of paragraph 2 of the Agreement shall be amended by replacing the existing text of paragraph 2 with the following:

   The Services constitute a proprietary technology platform developed solely by Licensor that enables Subscriber to access and use Licensor’s mobile application, and/or website provided as part of the Services (each the "RealRecruit Application", collectively the "RealRecruit Platform"). The RealRecruit Platform allows current and former collegiate or amateur athletes ("Members", as Defined in the RealRecruit Terms and Conditions, available at https://www.realrecruit.com/terms) to generate and share, among other things, reviews, stories, comments, and survey responses (the "Content") that rate or evaluate their experiences at their respective
university, college, school, institution, or other association with the goal that
the Content provided on the RealRecruit Platform provides insight into the
true culture of a collegiate athletic team. In accordance with the Terms and
Conditions that govern use of the RealRecruit Platform by Members, the
Content is the property of Member by whom it is submitted to the
RealRecruit Platform. Licensor claims no ownership right in the Content,
but rather has been granted an unrestricted, irrevocable, perpetual, non-
exclusive license to use, copy, perform, display, create derivative works of,
and distribute such Content in any and all media by each Member.

The RealRecruit Platform also allows Members, prospective students,
athletes, alumni, and others an opportunity to view the Content so that they
may form their own opinions and make decisions during the college
recruiting process. The RealRecruit Platform also allows the Subscriber to
likewise generate create and post its own content ("Subscriber Content") on
the RealRecruit Platform, curate and/or respond to Content collected by the
RealRecruit Platform, and subscribe to summary reports from surveys,
receive bios from potential coaches, and manage their own team pages in
order to actively track in real time the internal and external perception of
the Subscriber's athletic teams and/or athletic department. The RealRecruit
Platform may provide Subscribers with customized data analysis, reports,
competitive analysis, and related information.

3. The following text shall be added as a new Subparagraph 17(o) immediately
   following the text of Subparagraph 17(m):

   (o) **No Obligation; No Agency or Partnership.** The Parties agree that the
terms of this Agreement do not, nor shall they be construed, as creating
any obligation or relationship between the Parties beyond the express
terms set forth in this Agreement. This Agreement does not create
any agency, partnership or joint venture relationship between the
Parties.

4. Exhibit A of the Agreement is replaced in its entirety by the attached First Amended
   Exhibit A.

Except as expressly provided herein, all of the terms and conditions of the Agreement shall
continue in full force and effect and are hereby reaffirmed.
WHEREFORE, the Parties hereby indicate their consent to this First Amendment to the RealRecruit, LLC Software as a Service Agreement by the signatures of their authorized representatives below:

ON BEHALF OF SUBSCRIBER:

By: ____________________________

Print Name: Dean K. Endler

Title: University Contracts Officer

Date: 25 Sep 2017

ON BEHALF OF REALRECRUIT, LLC:

By: ________________

Print Name: David Chadwick

Title: Manager, RealRecruit, LLC

Date: September 25, 2017
First Amended Exhibit A to
RealRecruit, LLC Software as a Service Agreement:

REALRECRUIT, LLC SUBSCRIPTION FORM

This First Amended Exhibit A to the Agreement shall supersede any and all prior versions of Exhibit A and shall be incorporated as part of the terms and conditions of the Agreement in accordance with Section 17(b) thereto.

Subscriber: Texas A&M University
Billing Start Date: September 1, 2017
Service Start Date: September 1, 2017

A. SERVICES

Subject to the terms and conditions of the Agreement, RealRecruit, LLC ("RealRecruit") will provide to Subscriber (identified immediately above) the following Services for the following fees:

1. Technology Description:

RealRecruit will provide to the Subscriber the Services, as described in the RealRecruit, LLC Software as a Service Agreement (the "Agreement"). The Services constitute a technology platform that enables Subscriber to access and use RealRecruit’s mobile application or website provided as part of the Services (each the “RealRecruit Application”, collectively the “RealRecruit Platform”). The RealRecruit Platform allows current and former collegiate or amateur athletes to generate and share, among other things, reviews, stories, comments, and survey responses (the “Content”) that rate or evaluate their experiences at their respective university, college, school, institution, or other association with the goal that the Content provided on the RealRecruit Platform provides insight into the true culture of a collegiate athletic team. The RealRecruit Platform also allows prospective students, athletes, alumni, and others an opportunity to view the Content so that they may form their own opinions and make decisions during the college recruiting process. The RealRecruit Platform also allows the Subscriber to likewise generate create and post its own content (“Subscriber Content”) on the RealRecruit Platform, curate and/or respond to Content collected by the RealRecruit Platform, and subscribe to summary reports from surveys, receive bios from potential coaches, and manage their own team pages in order to actively track in real time the internal and external perception of the Subscriber’s athletic teams and/or athletic department. The RealRecruit Platform may provide Subscribers with customized data analysis, reports, competitive analysis, and related information.

2. Term:

   a. Initial Term. The term of this Subscription Form will commence as of the Billing Start Date and will continue until August 31, 2020 ("Initial Term").
b. **Renewal Term.** At the expiration of the Initial Term, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term.") unless either RealRecruit or the Subscriber provides written notice of termination no less than 60 days prior to expiration of the Initial Term. Thereafter, the Agreement shall automatically renew for one (1) additional Renewal Term at the expiration of each then-current Renewal Term, unless either RealRecruit or the Subscriber provides written notice of termination no less than 60 days prior to expiration of the then-current Renewal Term. RealRecruit shall deliver to Subscriber written notification (the "Notification") no less than ninety (90) days prior to the expiration of any Initial Term or any subsequent Renewal Term of the up-coming expiration. The Notification shall describe any modifications for the upcoming Renewal Term, including changes in the Fee or Services, in accordance with Section 15 of the Agreement. The Initial Term plus any Renewal Term shall not exceed a total of 5 years.

3. **Fees:**
Subscriber shall be billed for access to the service according to the following election made below:
   A. **General Fees:**
   - Subscriber agrees to pay $65,538.00 (the "Fee") for the access as defined in Section 4 of this Subscription Form during the Initial Term, as defined in Section 2 of this Subscription Form.
   - Subscriber agrees to pay the published renewal fee (the "Renewal Fee") by the contract anniversary which will be submitted by RealRecruit to Subscriber no less than 60 days prior to expiration of the then-current Renewal Term for the access as defined in Section 4 of this Subscription Form during any Renewal Term, as defined in Section 2 of this Subscription Form.
   - In exchange for the "Fee" set forth immediately above, Subscriber shall have
     o access and review capabilities for all Content for 18 Hosted Teams ("Content" and "Hosted Teams" are defined in Section 4 of the Agreement) submitted to the RealRecruit Platform that references or relates to the Subscriber, its employees, representatives, staff, alumni, students, student athletes or other individuals affiliated in any way with the Subscriber;
     o access and review capabilities shall apply to Content only for those Hosted Teams specifically identified in Section 4 this Subscription Form below;
     o Pre-publication approval of for any Content, as defined in Section 4 of the Agreement, submitted to the RealRecruit Platform that references or relates to the Subscriber, its employees, representatives, staff, alumni, students, student athletes or other individuals affiliated in any way with the Subscriber;
     o Unlimited access to the RealRecruit Platform for Authorized Users;
     o Unlimited benchmarking capabilities to compare results to conference, peer groups, and national averages;
     o Unlimited ability to post, edit, and take down Subscriber Content submitted to the RealRecruit Platform; and
     o Database management for all Content referencing or relating to Subscriber.
B. **Invoice and Payment Schedule.** Licensor shall issue invoices to Subscriber on an annual basis, with payments for all such invoices due 30 days after the date of issuance. Invoices shall issue and payments shall become due according to the following schedule:

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<th>Invoice No.</th>
<th>Amount</th>
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<th>Payment Due Date</th>
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<td>804</td>
<td>$23,958</td>
<td>September 1, 2019</td>
<td>September 30, 2019</td>
</tr>
</tbody>
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4. **Access:**

Access is limited to Authorized Users, which shall mean Subscriber’s employees and independent contractors working for Subscriber in the ordinary course of Subscriber’s business who: (i) agree to be bound by the terms of the RealRecruit Software as a Service Agreement; and (ii) are specifically authorized by Subscriber to access the Service. Subscriber and Authorized Users may access the Services and post Content only for the following Hosted Teams:

1. Baseball
2. Basketball (M)
3. Cross Country (M)
4. Football
5. Golf
6. Swimming and Diving (M)
7. Tennis (M)
8. Track and Field (M)
9. Basketball (W)
10. Cross Country (W)
11. Equestrian (W)
12. Golf (W)
13. Soccer (W)
14. Softball
15. Swimming & Diving(W)
16. Tennis (W)
17. Track & Field (W)
18. Volleyball