SERVICES AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND
TENON, LLC

This Services Agreement ("Agreement") between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Texas A&M") and Tenon, LLC ("Provider") is made and entered into by and between Texas A&M and Provider.

Texas A&M and Provider hereby agree as follows:

1. SCOPE OF WORK

   A. Provider shall provide a software license, Private Cloud Instance, wherein Provider will configure, verify, and monitor a Private Cloud instance on Digital Ocean that is hosted in the U.S. Also included is two (2) web-based kick-off trainings and service for up to 300 users and 300K API calls each month.

   B. The scope of the work ("Work") and the time for performance thereof, is as set forth in Appendix "A" attached hereto and made a part hereof for all purposes.

   C. Upon execution of this Agreement, all services previously performed by Provider on behalf of Texas A&M and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

2. TIME FOR COMMENCEMENT AND COMPLETION

   It is understood that time is of the essence in this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider’s business or profession. Work is to commence based on dates coordinated with Texas A&M during the period of February 28, 2018 through February 27, 2021 ("Term"). This Agreement may be extended only by written agreement executed by both parties.

3. PAYMENT TERMS

   A. For the satisfactory performance of the Work, Texas A&M shall pay Provider an amount not to exceed Seventy-Two Thousand Dollars ($72,000.00). Breakdown of payment is described in Appendix “A”. Provider will obtain the written approval of Texas A&M prior to incurring any additional costs as may be stipulated in Appendix A.

   B. Payments of the amount due to Provider will be provided by Texas A&M upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Appendix A, and provides supporting documentation for reimbursable expenses relating to Work requested by Texas A&M, if any. The invoice must be signed by the Provider and submitted to Texas A&M at the address specified in Section 8.G below.

4. DEFAULT AND TERMINATION

   A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon thirty (30) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of the terminating party.
B. Texas A&M may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to Texas A&M a final report describing the work completed to the date of termination. Texas A&M shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

5. PUBLIC INFORMATION

A. Provider acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

B. Upon Texas A&M’s written request, Provider 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 Texas A&M in a non-proprietary format acceptable to Texas A&M. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M has a right of access.

C. Provider acknowledges that Texas A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

6. DISPUTE RESOLUTION

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

7. CONFLICT OF INTEREST

By executing and/or accepting this Agreement, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (“TAMUS”) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M 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.

8. MISCELLANEOUS

A. Provider agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss arising out of Provider’s negligent or intentional acts or omissions in performance under this Agreement.

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.

C. Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of Texas A&M. As an independent contractor,
Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of Texas A&M relative to conduct on its premises.

D. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

E. 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 Texas A&M shall be in the county in which the primary office of the chief executive officer of Texas A&M is located.

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

G. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. Texas A&M and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M:  
Texas A&M University 
Division of Information Technology 
1163 TAMU 
College Station, TX 77843-1163 
ATTN: Cynthia Kauder 
Telephone: (979) 862-6834 
Email: ckauder@tamu.edu

Provider:  
Tenon, LLC 
309 Ferndale Rd. 
Glen Burnie, MD 21061 
ATTN: Patrick McGovern 
Telephone: (216) 496-3481 
Email: patrick@tenon.io

H. Texas A&M may request a provider to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of Texas A&M.

I. 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 contract may be terminated and payment may be withheld if this certification is inaccurate.

J. Pursuant to Section 2252.903, Texas Government Code, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies
that Provider 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.

K. Provider expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

L. Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Provider and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of Texas A&M.

M. Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

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

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

Q. Provider represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Texas A&M 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 Provider becomes aware that the EIRs, or any portion thereof, do not comply then Provider represents and warrants that it will, at no cost to Texas A&M, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

R. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

**TEXAS A&M UNIVERSITY**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Karl Groves</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Founder and President</td>
</tr>
<tr>
<td>Director, Procurement Services</td>
<td>February 26, 2018</td>
</tr>
<tr>
<td>Date</td>
<td>February 27, 2018</td>
</tr>
</tbody>
</table>

**PROVIDER NAME**

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert C. Bounds</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Director, Procurement Services</td>
</tr>
<tr>
<td>February 27, 2018</td>
</tr>
</tbody>
</table>
APPENDIX A

Remit PO and payment to:
Tenon, LLC
309 Ferndale Rd.
Glen Burnie, MD 21061
EIN: 46-5032023
(Tenon W9 attached)

Quote date: 01/19/2018

Tenon Quick Quote for Texas A&M University

Item Description:
Three year Tenon Software license, 36 months, Private Cloud Instance
Tenon will configure, verify and monitor a Tenon Private Cloud instance on Digital Ocean (a Tier 4 cloud provider) that is hosted in the U.S.

- Includes two (2) web-based kick-off trainings (1 hour each) and support.
- Terms of Service provided for up to 300 users and 300K API calls each month.

Pricing: $24,000.00 annually, after a 20% EDU discount, based on a 3 year term.
Note: $ 24,000.00 license fee will be invoiced annually.

- Hosting and training fees waived based on 3 year term.
- Access to Tenon is for College Station campus and all schools that fall under the College Station university umbrella.

Email purchase orders to Patrick McGovern, Tenon Account Manager: patrick@tenon.io

Terms and Conditions
Tenon, LLC will invoice you upon receipt of a purchase order. Attached please see Tenon’s W9.

Payment terms are net 30.

Tenon offers accessibility consulting only, and does not offer legal advice regarding compliance standards or remediation.

This proposal is valid for thirty (30) days from date of issuance.

Signature accepting pricing and terms:

Robert L. Bounds
Director, Procurement Services
Texas A&M University

Date: February 27, 2018