ADDENDUM
By and Between
RealRecruit, LLC Software
&
Texas A&M University

This addendum ("Addendum") amends and supplements the Service Agreement ("Agreement") between RealRecruit, LLC Software ("Licensc") 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. Section 5(b) is deleted in its entirety and replaced with the following: “Payment from TAMU will be due thirty (30) days from the date 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. In section 5(c), the following is added: “As an agency of the State of Texas, TAMU is tax exempt.”
4. TAMU agrees to sections 13 & 14 to the extent permitted by the Constitution and laws of the State of Texas.
5. In section 15, the sixth and seventh sentences are deleted in their entirety and replaced with the following: “This Agreement may be terminated without penalty, by the TAMU without cause by giving sixty (60) days written notice of such termination to the Licensc. 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 Licensc for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TAMU’s sole obligation hereunder is to pay Licensc for products and/or services ordered and received prior to the date of termination.”
6. In section 18, the following is added: “Public Information. Upon TAMU’s written request, Licensc shall 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. Licensc acknowledges that TAMU may be required to post a copy of the fully-executed Agreement on its Internet website in accordance with Section 2261.233(a)(1), Texas Government Code.”
7. Section 17(h) is deleted in its entirety.
Section 17(j) is deleted in its entirety and replaced with the following: “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.”
8. Under Exhibit A, the following is added to 2.b.: “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.”
9. The following language is incorporated into the Agreement:

State Contracting Requirements:

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

Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, Licensor 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.

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

State Auditor’s Office. Licensor 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 51.935(c), Texas Education Code. Licensor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Licensor will include this provision in all contracts with permitted subcontractors.

Dispute Resolution. Licensor 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. Licensor must submit written notice of a claim of breach of contract to the University Contracts Officer, TAMU.

Non-Waiver. Licensor 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:

RealRecruit, LLC Software

Signature

David Chadwick | RealRecruit Manager
Name & Title
September 26, 2016
Date

Texas A&M University

Signature

Dean K. Endler Director of Procurement Services
Name & Title
28 SEP 2016
Date
RealRecruit, LLC Software as a Service ("SaaS") Agreement

This RealRecruit, LLC Software as a Service Agreement (the "Agreement") is entered into this 6 day of July, 2016 (the "Effective Date"), between Texas A&M University Athletic Department ("Subscriber"), with offices located at 1228 TAMU, College Station, TX 77843, and RealRecruit, LLC ("Licenser"), with offices located at 6230 Sharon Hills, Charlotte, NC, 28210. For purposes of this Agreement, Subscriber and Licensor each will be referred to individually as a "Party" and together as the "Parties."

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Contractual Relationship.

This Agreement governs the access or use by you, the above-identified Subscriber and your Authorized Users (as defined below in Section 4(d)), of applications, websites, the RealRecruit Platform, Content, products, and services (the "Services") made available in the United States and its territories and possessions by RealRecruit, LLC and its subsidiaries and affiliates (collectively "RealRecruit").

Your access to and use of the Services constitutes your agreement to be bound by this Agreement, the terms of which establish a contractual relationship between you and RealRecruit. If you do not agree to the terms of this Agreement, you may not use or access the Services. RealRecruit may immediately terminate this Agreement or any Services with respect to you, or generally cease offering the Services or any portion thereof for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular type of Service(s), and such supplemental terms will be disclosed to you in connection with the applicable Service(s). Supplemental terms shall prevail over the terms of this Agreement in the event of a conflict with respect to the applicable Service(s).

2. The Services.

The Services constitute a technology platform that enables Subscriber to access and use RealRecruit’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 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.

3. **License to Receive the Service.**

(a) **Grant.** Subject to your compliance with the terms of this Agreement and for the Term of this Agreement, Licensor grants the Subscriber a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) allow Subscriber access and use of the RealRecruit Applications on Subscriber’s or Authorized Users’ Display Devices solely in connection with Subscriber’s use of the Services and (ii) access and use of any Content, information, and related materials that may be made available through the Services. All rights in the Service not expressly granted hereunder are reserved to Licensor.

(b) **Scope.** The license granted to Subscriber hereunder is limited to access and use of the Services, including the RealRecruit Applications and/or RealRecruit Platform, by Subscriber’s designated Authorized Users. Subscriber shall have no right pursuant to this Agreement to distribute the Service in whole or in part over the Internet, or via email or instant messaging (other than as set forth in Section 9), via an Intranet, personal digital assistant, wireless application protocol, cellular network, short message service or radio system. An enhanced license encompassing such applications is available as a supplement to this Agreement. Nothing in this Agreement shall oblige RealRecruit to continue providing access to any Service beyond the date when RealRecruit ceases providing such Service to subscribers generally.

(c) **Restrictions on Use.** Neither Subscriber nor Authorized Users shall edit, alter, abridge or otherwise change in any manner the RealRecruit Platform or Services, including, without limitation, all copyright and proprietary rights notices. Subscriber may not, and may not permit others to:

(i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the software or Service;

(ii) reproduce, modify, translate, adapt, alter, or create derivative works from the Service;

(iii) copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service;

(iv) distribute, sublicense, rent, lease, loan the Service to any third party;

(v) remove, alter or obscure any proprietary notice that appears on the Software or on any copies made in accordance with this Agreement;

(vi) use the Services for the purposes of competing with RealRecruit, including without limitation competitive intelligence;

(vii) publish or disclose the results of any benchmarking of the Services, or use such results for any other software development activities;

(viii) use the Services in a manner that violates any applicable local, state, national or international law or governmental regulation, policy procedure or ordinance, or any rights of a third party;

(ix) use the Services if this license has been terminated by RealRecruit; or

(x) use the Services in a manner that violates the RealRecruit Terms of Service or RealRecruit Privacy Policy.
Subscriber agrees to notify its employees, agents, and Authorized Users who have access to the
Service of the limitations set forth in this Agreement.

4. Definitions.

The following terms, which are used in this Agreement, are hereby defined:

(a) "Agreement" shall mean these terms and conditions and any written amendments signed by
both parties;
(b) "Athlete" shall mean individual users of the Services and/or RealRecruit Platform that are
eligible to participate or generate or share Content on the RealRecruit Platform.
(c) "RealRecruit Application" shall mean either the RealRecruit-developed application used
by Subscriber or Authorized User for the Services hereunder;
(d) "RealRecruit Platform" shall mean either any and all of the RealRecruit Applications used
by Subscriber or Authorized User for the Services hereunder;
(e) "Authorized Users" shall mean Subscriber's employees, representatives, staff, and
independent contractors working for Subscriber in the ordinary course of Subscriber's
business who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically
authorized by Subscriber to access the Service;
(f) "Content" shall mean any work of authorship or information generated by anyone other than
Subscriber or Subscriber's Authorized Users, including school reviews, school photos,
school profile information, advertisements, comments, opinions, postings, messages, text,
files, images, photos, works of authorship, e-mail, or other materials you find on the
RealRecruit Platform.
(g) "Subscriber Content" shall mean any work of authorship or information generated by the
Subscriber or Subscriber's Authorized Users, including reviews, school photos, school
profile information, advertisements, comments, opinions, postings, messages, text, files,
images, photos, works of authorship, trademark, trade dress, colorways, fonts, logos, e-mail,
or other materials you find on the RealRecruit Platform.
(h) "Billing Start Date" shall mean the date identified on the Order Form as the date from which
billing shall be calculated (which under no circumstances shall be later than the Service Start
Date, as defined below);
(i) "Display Devices" shall mean any display device used to access and display the Service;
(j) "Service" shall mean RealRecruit's information applications subscribed to by Subscriber
hereunder;
(k) "Service Start Date" shall mean the date from which Subscriber receives the applicable
Service(s);
(l) "Fees" shall mean the fees payable pursuant to Section 5 hereof;
(m) "Subscription Form" shall mean the Subscription Form attached as Exhibit A hereto that
sets out the commercial terms and is executed by the parties;
(n) "Term" shall mean the period identified in the Order Form, or any renewal term, as
applicable;
(o) "Hosted Teams" shall mean those teams for which Subscriber shall be allowed to post
Content on the RealRecruit Platform and/or Service, which are specifically identified in
Section 4 of the Subscription Form.
5. **Fees and Payment.**

(a) **Fees.** In exchange for the license granted above, commencing on the Billing Start Date and continuing until this Agreement is terminated, Subscriber shall pay Licensor the Fees agreed to and recorded on the Subscription Form and on any other commercial terms contained in this Agreement. Subscriber shall inform Licensor of any proposed revisions or changes to the terms of the Subscription Form in writing with no fewer than 30-days advanced written notice.

(b) **Late Payments.** If Subscriber fails to pay the Fees by the due date specified on the invoice, Licensor shall be entitled to interest from the day on which the Fees are due. Both parties agree that the rate of interest on overdue invoices shall be 1.5 per cent per month.

(c) **Taxes.** Subscriber will be responsible for, and will promptly pay or reimburse Licensor for, the payment of all sales, use, excise, value-added or similar taxes, assessments, or duties (or other similar charges) imposed by any governmental agency (including any interest and penalty imposed thereon as a result of any act or omission of Licensor that is in accordance with the direction or request of Subscriber) that are based on or with respect to any Services or goods provided by Licensor to Subscriber, or the amounts payable to Licensor therefore.

6. **Access.**

(a) **Service and RealRecruit Application.** Licensor makes its Service available to Subscriber solely through either the Internet, or the RealRecruit Platform. If the Service is made available to Subscriber in whole or in part over the Internet, Subscriber shall acquire, install, operate and maintain at Subscriber's expense all communications lines, equipment, software, services and related technology necessary to receive the Service via the Internet and shall block access to and discard all other potential applications, third-party applications, malware, spyware, phishing, spamming or scamming applications that may inhibit or otherwise affect the performance of the Service. Subscriber agrees and will require its Authorized Users to download and install the RealRecruit Platform on any Display Device used by Subscriber and/or its Authorized Users to access the Service or RealRecruit Platform. Subscriber and its Authorized Users agree to accept and install updates to the Service or RealRecruit Platform upon all Display Devices utilized to access the Service or RealRecruit Platform as soon as practically possible following the release of a update, upgrade, newer version or patch to the Service or RealRecruit Platform.

Subscriber and Licensor agree that Service is made available to Subscriber only for the number of Hosted Teams specifically stated in writing in Section 4 of the Subscription Form. Any modification to this agreement to change, modify, or alter in any way the identification or total number of Hosted Teams for which Subscriber has access to the Service or RealRecruit Platform shall be made exclusively in writing in accordance with Section 17(b) below.

(b) **Delivery and Acceptance.** If the Service is delivered to Subscriber via the Display Device, Licensor will make the Service available to Subscriber as indicated on the Subscription Form attached hereto as Exhibit A. The Service will be deemed accepted upon the Service Start
Date. Any updates, newer versions, bug fixes, or upgrades ("Corrections") to the Service will be deemed accepted by Subscriber on the day such Corrections are delivered.

7. **Subscriber Reports; Records.**

Subscriber shall maintain accurate records containing the following information, copies of which Licensor shall be entitled to request upon seven (7) days prior written notice: (i) the identity of each Authorized User; (ii) total number of Display Devices and or Authorized Users accessing the Services; and (iii) the Services received by Subscriber on each Display Device.

8. **Audits and Inspections.**

For the purpose of verifying compliance with this Agreement, Licensor (and/or Licensor’s authorized representatives) shall have the right, during normal business hours upon reasonable advance notice and without material disruption to Subscriber’s business, to audit and inspect from time to time Subscriber’s offices, books and records relevant to the Service and to observe the use made of the Service and the manner in which each Display Device accesses the Service. If Licensor’s records pursuant to this Section or otherwise indicate that (i) Subscriber or Authorized Users have used the Service more than Subscriber has paid for, (ii) more Services are being accessed by Authorized Users than Subscriber has been billed for, or (iii) any individual affiliated with Subscriber in any way, other than an other than an Authorized User, that utilizes the Services with or on behalf of Subscriber, Subscriber shall pay RealRecruit the shortfall in Fees retrospectively to the date of the applicable increase. If such underpayment exceeds 5 per cent of the Fees due during the relevant period, Subscriber shall reimburse RealRecruit for RealRecruit’s reasonable costs associated with such audit or inspection.

9. **Mergers, Acquisitions, and Changes in Status.**

For the purpose of calculating the Fees, it is not the parties’ intention that the Fees charged under this Agreement will include Projects posted to the Service or RealRecruit Application by any entity other than the Subscriber or Authorized User that may become affiliated with Subscriber through a merger, acquisition, or other change in affiliation or employment status. Accordingly, in the event of any merger, acquisition, or other change in affiliation or employment status that would result in Subscriber directing and/or controlling Authorized Users formerly directed and/or controlled by another entity, any License to access the Service by such additional Authorized Users would not be covered by the Fees charged under this Agreement. Subscriber agrees that the addition of new Authorized Users may be subject to additional fees. For the avoidance of doubt a merger and/or acquisition shall not entitle Subscriber to terminate this Agreement other than in accordance with its terms.

10. **Copyright Protection; Use Restrictions; Security.**

Subscriber agrees that the Service and feed specifications, including without limitation the editorial coding and metadata contained therein, are the property of Licensor or Licensor’s licensors. The works and databases included in the content of the Service are protected by all applicable copyright laws. Subscriber agrees that only Authorized Users shall be permitted access to the Service. Except
as set forth herein, no clients or other persons or entities that are not legal employees of Subscriber or independent contractors consulting for Subscriber in the ordinary course of Subscriber’s business may be Authorized Users. Subscriber shall not reverse engineer, decompile or disassemble any part of the Service. Subscriber further agrees that neither Subscriber nor any Authorized User shall store (except as permitted under Section 1(d)(ii) for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Subscriber, without Licensor’s express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees or legal, law enforcement, or regulatory officials. Without limiting the foregoing, under no circumstances shall distribution under this Section by Subscriber be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Subscriber agrees that when using the Service in this way, the facts, content and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or Licensor.

11. Limited License to Use Subscriber Content.

Subscriber represents that it is the owner, assign, licensee or otherwise lawful authorized user of all Subscriber Content submitted to the RealRecruit Platform by the Subscriber or Authorized User. Subscriber agrees that for the limited purpose of facilitating Licensor’s provision of the Service, Subscriber grants to Licensor a limited, non-exclusive, fully-paid, and royalty-free license to use any and all Subscriber Content submitted to the RealRecruit Platform by the Subscriber or Authorized Users, including, without limitation all trademarks, trade dress, text, logos, colorways, fonts, graphics, photos, images, or other Subscriber Content that may be subject to the copyright, patent, trademark, trade secret, trade dress, or any other intellectual property laws of the United States or any other state or jurisdiction.

12. Disclaimer.

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE(S), THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS AND LICENSOR DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

13. Indemnification.

(a) Subscriber Infringement Indemnity. Subscriber, at its expense, will defend, indemnify, and hold Licensor harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary),
judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Licensor which directly relate to a claim, action, lawsuit, or proceeding made or brought against Licensor by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, trademark, trade dress, or other legally recognizable form of intellectual property (each a "Licensor Claim") by way of Licensor's use of any Subscriber Content that Subscriber provides to Licensor and Licensor uses in the provision of any Services.

(b) **RealRecruit Infringement Indemnity.** RealRecruit, at its expense, will defend, indemnify, and hold Subscriber harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Subscriber which directly relate to a claim, action, lawsuit, or proceeding made or brought against Subscriber by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Subscriber Claim") by way of Subscriber's use of the Service that RealRecruit provides to Subscriber.

14. **Limitation of Liability.**

REALRECRUIT AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. SUBSCRIBER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS REALRECRUIT FOR ANY LOSS, DAMAGE OR COST IN CONNECTION WITH ANY CLAIM OR ACTION WHICH MAY BE BROUGHT BY ANY THIRD PARTY AGAINST REALRECRUIT RELATING TO ANY BREACH OF THIS AGREEMENT BY SUBSCRIBER.

15. **Term; Early Termination.**
This Agreement shall become effective when Subscriber signs the Subscription Form and, unless terminated earlier in accordance herewith, shall continue from the Billing Start Date for the period specified in the Subscription Form. For the avoidance of doubt: (i) in the event Subscriber executes the Subscription Form after the Billing Start Date then this Agreement will be deemed effective from the Billing Start Date, and (ii) in the event Subscriber receives the Service before the Subscription Form is executed, then this Agreement shall be deemed effective from the Service Start Date. Licensor shall deliver to Subscriber written notification (the “Notification”) no less than ninety (90) days prior to the expiration of any Initial Term or Renewal Term of the up-coming expiration of the then-current term and remind Subscriber of any modifications for the upcoming Renewal Term. The Notification shall include any modifications in ongoing Fees in connection with direct access to the Services or RealRecruit Application or identification of Hosted Teams shall be communicated to Subscriber, and such modified Fees shall be deemed to replace those previously stated in the Subscription Form. This Agreement may be terminated as follows: (a) if either party commits a breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching party (“Notice of Breach”), the party giving such notice may then deliver a second written notice to the breaching party terminating this Agreement, in which event this Agreement, and the licenses granted hereunder, will terminate on the date specified in such second notice; or (b) if a receiver is appointed over any assets of either party or if either party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. If this Agreement is terminated before the end of its then current term for any reason other than by Subscriber under clause (a) or (b) of this Section 14, then Subscriber will pay to Licensor as liquidated damages the amount due by Subscriber for the previous calendar month times the number of months remaining in such Term (“Liquidated Damages”) within 30 days after such termination. The parties agree that the Liquidated Damages under this section are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if Subscriber receives any notice of late payment under this Agreement in any form, written or electronic, from RealRecruit including any business division (e.g., Licensor’s Credit Department), such notice will be deemed to be a Notice of Breach.


Subscriber and RealRecruit understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party which either is marked as “confidential” or the receiving party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other party. Each of us shall hold such information in confidence and not, without the consent of the other, disclose it to a third party or use it for any purpose other than in performance of this Agreement. This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any governmental or regulatory authority. If any Confidential Information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving
party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. All confidential information will remain the exclusive property of the owner. No public announcement, press release or communication concerning this Agreement shall be made without the prior consent of the other party.

17. Miscellaneous.

(a) Notice. All notices to a party hereunder shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, by facsimile with confirmation by the above described mailing methods to the address(es) set forth on the Order Form, or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.

(b) Amendment. The parties acknowledge that Subscriber is responsible for notifying Licens or directly of any Licens or-related issues. This Agreement may not be amended except in a writing executed by authorized representatives of Subscriber and Licens or.

(c) Assignment. This Agreement is not transferable, assignable, delegable, or sublicenseable by Subscriber in whole or in part, without the prior written permission of Licens or. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, trustees, administrators, and assigns.

(d) Survival. The following obligations of the parties will survive termination or expiration of this Agreement for any reason: Sections 2, 9, 10, 11, 12, 13, 14, 15 (but only for three (3) years after such termination or expiration), and 16 of this Agreement and any payment obligations of Subscriber that accrue prior to such termination or expiration.

(e) Independent Contractor. Licens or is acting in performance of this Agreement as an independent contractor.

(f) Binding Effect and Third-Party Beneficiary. Except if specifically stated in this Agreement, neither party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other party. No third party is a beneficiary of this Agreement.

(g) Waiver of Rights. Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either party at any time to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter.

(h) Injunctive Relief. If Subscriber breaches Section 2 of this Agreement, Licens or will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and Subscriber acknowledges and agrees to not contest such application.

(i) Severability. If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability, all other provisions and portions thereof of this Agreement will not be affected thereby and will be valid and enforced to the fullest extent permitted by law.

(j) Choice of Law and Venue. This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or
understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of North Carolina, United States of America ("North Carolina"), applicable to contracts made entirely within North Carolina and wholly performed in North Carolina, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court of competent jurisdiction located in Mecklenburg County, North Carolina.

(k) **Force Majeure.** Any failure or delay by Licensor in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of Licensor.

(l) **Entire Agreement.** This Agreement contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.

(m) **Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:

   Exhibit "A": Subscription Form
   Exhibit "B": Service Level and Support Services Agreement

WHEREFORE, the Parties hereto have signed this Agreement.

**ON BEHALF OF SUBSCRIBER:**

By: ________________________________

Print Name: Dean K. Endler

Title: Director of Procurement Services

**ON BEHALF OF REALRECRUIT, LLC:**

By: ________________________________

Print Name: David Chadwick

Title: RealRecruit LLC Manager
Exhibit A to
RealRecruit, LLC Software as a Service ("SaaS") Agreement:

REALRECRUIT, LLC SUBSCRIPTION FORM

Subscriber: Texas A&M University Athletic Department
Billing Start Date: September 1, 2016
Service Start Date: September 1, 2016

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 Schedule will commence as of the Billing Start Date and will continue until _____August 31, 2017_______ ("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 upcoming 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.

3. Fees:
Subscriber shall be billed for access to the service according to the following election made below:

**General Fees:**
- Subscriber agrees to pay $18,000 (the “Fee”) for the access as defined in Section 4 of this Subscription Agreement during the Initial Term, as defined in Section 2 of this Subscription Agreement.
- 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 Agreement during any Renewal Term, as defined in Section 2 of this Subscription Agreement.
- In exchange for the “Fee” set forth immediately above, Subscriber shall have:
  - 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;
  - access and review capabilities shall apply to Content only for those Hosted Teams specifically identified in Section 4 this Subscription Agreement below;
  - 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;
  - Unlimited access to the RealRecruit Platform for Authorized Users;
  - Unlimited ability to post, edit, and take down Subscriber Content submitted to the RealRecruit Platform; and
  - Database management for all Content referencing or relating to Subscriber.
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:

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<tbody>
<tr>
<td>1.</td>
<td>Baseball</td>
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<tr>
<td>2.</td>
<td>Basketball (M)</td>
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<tr>
<td>3.</td>
<td>Cross Country (M)</td>
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<td>4.</td>
<td>Football</td>
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<td>5.</td>
<td>Golf</td>
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<td>6.</td>
<td>Swimming and Diving (M)</td>
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<td>7.</td>
<td>Tennis (M)</td>
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<td>8.</td>
<td>Track and Field (M)</td>
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<td>9.</td>
<td>Basketball (W)</td>
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<td>10.</td>
<td>Cross Country (W)</td>
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<td>11.</td>
<td>Equestrian (W)</td>
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<td>12.</td>
<td>Golf (W)</td>
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<td>13.</td>
<td>Soccer (W)</td>
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<td>14.</td>
<td>Softball</td>
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<tr>
<td>15.</td>
<td>Swimming &amp; Diving(W)</td>
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<td>16.</td>
<td>Tennis (W)</td>
</tr>
<tr>
<td>17.</td>
<td>Track &amp; Field (W)</td>
</tr>
<tr>
<td>18.</td>
<td>Volleyball</td>
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B. SUPPORT SERVICES

Support Services as set forth on Exhibit B ("Support Services Description") are included as part of the Fees in Section 3 above.

ON BEHALF OF SUBSCRIBER:

By: ____________________________
Print Name: Dean K. Endler
Title: Director of Procurement Services

ON BEHALF OF REALRECRUIT, LLC:

By: ____________________________
Print Name: David Chadwick
Title: RealRecruit, LLC Manager
Exhibit B to
RealRecruit, LLC Software as a Service ("SaaS") Agreement:

SERVICE LEVEL AND SUPPORT SERVICES AGREEMENT

RealRecruit will provide the Service to Subscriber, not including scheduled maintenance time.

Definitions.

"Downtime" means any time during which there is more than a five percent user error rate, as measured based on server side error rate.

"Non-Peak Hours" will be the hours between 7:00 PM and 5:00 AM EST.

"Scheduled Downtimes" means those periods of time during which the Services or RealRecruit Application are inaccessible by Subscribers or other users and for which RealRecruit provides Subscriber with at least five days prior notice. For the purposes of this Exhibit B, Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime. RealRecruit will attempt to minimize to the greatest extent possible the amount of Downtime experienced by Subscribers and other users. However, it is foreseeable and Subscriber acknowledges that technical issues may arise from time that result in unforeseeable Downtime. In the event that an unplanned technical issue emerges that results in Downtime and/or that requires immediate or emergency maintenance that results in Downtime, RealRecruit will endeavor to resolve such issues as quickly as is practicably possible.

Scheduled Maintenance. Scheduled maintenance time will take place during Scheduled Downtimes. The Service and RealRecruit Application will function and be available as provided in this Agreement and are intended to work continuously subject to any scheduled maintenance performed by RealRecruit.

Technical Contacts. During the Term and any renewal term of the Agreement, Licensor will make available a technical point of contact for Subscriber technical support inquiries.