Services Agreement

This Services Agreement is between Texas A&M University Health Science Center ("TAMHSC"), a health-related institution under the administration of Texas A&M University, an agency of the State of Texas, and Ursa Analytics, Inc. ("Contractor"). The parties agree as follows:

1. The Services
1.1 Contractor shall perform the tasks described in the Statement of Work, which is attached as Appendix A (the "Services"). The parties may change the Statement of Work only by written amendment to this agreement signed by both parties.
1.2 TAMHSC has authorized its Principal Investigator to coordinate the technical aspects of the Services within the Statement of Work. The Principal Investigator for this agreement is Dr. Raimund Ober.
1.3 Contractor shall assign Dr. Chris Calderon as key personnel for the Services. Contractor may not divert or substitute key personnel without the prior written approval of TAMHSC. If such key personnel are unable to continue to on the Services and a successor acceptable to both TAMHSC and Contractor is not available, then either party may terminate this agreement as provided in section 2.2.
1.4 Contractor warrants that Contractor shall complete the Services in a professional manner with the degree of skill and care required by current industry standards.

2. Term and Termination
2.1 Contractor shall conduct the Services during the period commencing April 25, 2017 (the "Effective Date") and, unless earlier terminated in accordance with section 2.2, ending August 1, 2017 (the "Completion Date"). The parties may change the Completion Date only by written amendment to this agreement signed by both parties.
2.2 TAMHSC may terminate this agreement by written notice to Contractor. Upon termination, TAMHSC shall reimburse Contractor reasonable costs and non-cancelable commitments incurred in the performance of the Services to the date of termination, such reimbursement not to exceed the cost specified in article 3. After termination, Contractor shall promptly submit to TAMHSC copies of all data, draft reports, and any other information related to the Services.

3. Consideration and Payment
3.1 As compensation for the Services, TAMHSC shall pay Contractor the fixed price amount of $30,000. Contractor shall invoice TAMHSC upon completion of each milestone according to the following schedule:

<table>
<thead>
<tr>
<th>Description</th>
<th>Due Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Delivery</td>
<td>5/01/2017</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Instructional Webinar 1</td>
<td>6/01/2017</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Instructional Webinar 2</td>
<td>6/15/2017</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Technical Report Illustrating Application of Software to Experimental Data</td>
<td>6/30/2017</td>
<td>5,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

3.2 TAMHSC shall pay all such invoices in accordance with the Texas Prompt Payment Act (Texas Government Code chapter 2251).
3.3 Contractor shall submit invoices to TAMHSC at the following address: Attn: Lisa Eubanks, 440 Reynolds Medical Bldg., MS 1114 TAMU, College Station, TX 77843; leubanks@medicine.tamhsc.edu.

3.2 TAMHSC shall submit payments to Contractor at the following address: Ursa Analytics, Inc., Attn: Dr. Christopher Caldenon, 3609 Osceola St., Denver, CO 80212.

4. Deliverables
4.1 Contractor shall furnish TAMHSC with the deliverables specified in Appendix A (the “Deliverables”). Time is of the essence.

4.2 Upon delivery by Contractor of each Deliverable, TAMHSC shall use reasonable efforts to inspect, test, and evaluate each Deliverable for functionality and compliance with the specifications in Appendix A on or before five business days from delivery. If TAMHSC determines that the Deliverable does not satisfy such acceptance criteria, then TAMHSC shall issue Subrecipient a written rejection of the Deliverable noting in reasonable detail all deficiencies and may either (a) provide Contractor the opportunity to resubmit the Deliverable following the same procedure, or (b) terminate this agreement as provided in section 2.2.

4.3 Subject to section 4.5, all Deliverables will be delivered to TAMHSC under the Apache 2 license. (https://www.apache.org/licenses/LICENSE-2.0).

4.4 Contractor represents and warrants that all Deliverables will be original, or that Contractor will have obtained all rights necessary for the unrestricted use of the Deliverables by TAMHSC, excepting such limitations or restrictions as Contractor may fully disclose in writing to TAMHSC before the Deliverable is created. Contractor shall secure for TAMHSC all consents, releases, and contracts necessary to evidence TAMHSC’s rights in any Deliverable.

4.5 TAMHSC acknowledges that Contractor owns or holds licenses to use and sublicense preexisting code, applets, subroutines, search engines, and toolbars and other development or authoring tools for providing the Deliverables (the “Tools”). Contractor retains its ownership or license to the Tools and grants TAMHSC a nonexclusive, perpetual, irrevocable license to use the Tools for purposes of exercising TAMHSC’s rights in the Deliverables and for all updates and revisions to the Deliverables.

5. Confidentiality
5.1 Contractor shall hold Confidential Information in strict confidence. Contractor may not to make Confidential Information available in any form to any third party or use Confidential Information for any purpose other than as specified in this agreement. Confidential Information will remain the sole property of TAMHSC.

5.2 “Confidential Information” means TAMHSC’s data, know-how, formulae, processes, designs, sketches, plans, specifications, samples, reports, studies, findings, inventions, student records, financial information, and other nonpublic information. Confidential Information does not include any information which: (a) is or becomes generally known to the public by any means other than a breach of the obligations of Contractor; (b) was previously known to or rightly received by Contractor from a third party; (c) is independently developed by Contractor; or (d) is subject to disclosure under court order or other lawful process.

5.3 This article 5 will survive the termination of this agreement for three years.

6. Force Majeure
6.1 If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (a) that party uses reasonable efforts to perform those obligations, (b) that party's inability to perform
those obligations is not due to its failure to (1) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (2) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (c) that party complies with its obligations under section 6.3.

6.2 For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

6.3 If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

7. Indemnification

7.1 As to any Proceeding arising out of a claim that a Deliverable infringes a United States patent or copyright of a third party (each a "Claim"), Contractor shall indemnify TAMHSC against all Indemnifiable Losses arising out of that Proceeding, except to the extent that such Claim is based upon alterations to the Deliverable after acceptance by TAMHSC.

7.2 To be entitled to indemnification under section 7.1, TAMHSC must promptly (and in any event no later than ten days after TAMHSC first knew of that Claim) notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim. If TAMHSC fails to timely notify Contractor of a Claim, Contractor will be relieved of its indemnification obligations as to that Claim to the extent that Contractor was prejudiced by that failure and Contractor will not be required to reimburse TAMHSC for any Litigation Expenses TAMHSC incurred during the period in which TAMHSC failed to notify Contractor.

7.3 To assume the defense of a Claim, Contractor must notify TAMHSC that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim independent legal counsel that is reasonably acceptable to TAMHSC and the Office of the Attorney General of the State of Texas (the "Attorney General").

7.4 TAMHSC and the Attorney General are entitled to participate in the defense of a Claim. TAMHSC may defend a Claim with counsel of its own choosing and without the Contractor participating if (a) Contractor notifies TAMHSC that it has elected not to defend the Claim, (b) by midnight at the end of the tenth day after TAMHSC notifies Contractor of the Claim Contractor fails to notify TAMHSC that it has elected to defend the Claim, or (c) representation of Contractor and TAMHSC by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

7.5 Contractor shall pay any Litigation Expenses that TAMHSC incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which TAMHSC fails to timely notify Contractor of that Claim. Contractor will not be liable for any Litigation Expenses that TAMHSC incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that TAMHSC incurs in employing counsel in accordance with section 7.4, which Litigation Expenses Contractor shall pay promptly as they are incurred.

7.6 After Contractor assumes the defense of a Nonparty Claim, Contractor may contest, pay, or settle the Claim without the consent of TAMHSC and the Attorney General only if that
settlement (a) does not entail any admission on the part of TAMHSC that it violated any law or infringed the rights of any person, (b) has no effect on any other claim against TAMHSC, (c) provides as the claimant’s sole relief monetary damages that are paid in full by Contractor, and (d) requires that the claimant release TAMHSC from all liability alleged in the Claim.

7.7 In this article 6, the following definitions apply:
(a) “Indemnifiable Losses” means the aggregate of Losses and Litigation Expenses.
(b) “Litigation Expense” means any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
(c) “Loss” means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
(d) “Proceeding” means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

7.8 This article 7 will survive the termination of this agreement.

8. Debarment and Suspension. Contractor certifies that it and its principals:
8.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall immediately report any change in the debarred or suspended status of Contractor to TAMHSC;
8.2 Have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction: violation of Federal law or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
8.3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in section 8.2; and
8.4 Have not within a three year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

9. Public Information.
9.1 Contractor acknowledges that TAMHSC 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.
9.2 Upon TAMHSC’s written request, Subrecipient 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 TAMHSC in a non-proprietary format acceptable to TAMHSC. As used in this provision, “public information” has the meaning assigned in section 552.002, Texas Government Code, but only includes information to which TAMHSC has a right of access.
9.3 Contractor acknowledges that TAMHSC may be required to post a copy of the fully-executed agreement on TAMHSC’s website in compliance with section 2261.253(a)(1), Texas Government Code.

10.1 This agreement does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor employees are not employees of TAMHSC and neither TAMHSC nor Contractor personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.

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

10.3 Pursuant to Section 2252.903, Texas Government Code, any payments owing to Contractor under this agreement may be applied directly toward certain debts or delinquencies that Contractor 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.

10.4 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “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.”

10.5 Contractor may not use the name or any adaptation of the name of TAMHSC or any of its personnel in any way except in factual statements that, in context, are not misleading or imply an endorsement by TAMHSC or its employees.

10.6 Contractor shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract to TAMHSC’s designated official, who will examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

10.7 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this agreement and all of the transactions it contemplates. Venue for any claim arising out of or relating to this agreement and all of the transactions it contemplates must be as provided under Texas law.

10.8 Any notices required or permitted under this agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient’s normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, an in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
(a) TAMHSC: 440 Reynolds Medical Bldg., MS 1114 TAMU, College Station, TX 77843, (raimund.ober@tamu.edu).
(b) Contractor: 3609 Osceola St., Denver, CO 80212, (Chris.Calderon@UrsaAnalytics.com)

10.9 This agreement contains the entire understanding of the parties as to the Services, and supersedes all other written and oral agreements between the parties as to the Services. The parties may execute other contracts, but those will not alter this agreement unless expressly stated in writing. Each party hereby objects to any different or additional terms on any purchase order, invoice, acknowledgement, or other form.

10.10 This agreement is assignable only with the written consent of both parties.

10.11 TAMHSC is an agency of the State of Texas and nothing in this agreement waives or relinquishes TAMHSC's right to claim any exemptions, privileges, and immunities as may be provided by law.

10.12 The failure of either party at any time to require performance by the other party of any provision of this agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

10.13 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.

10.14 If either party fails to fulfill its obligations under this agreement, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this agreement, provided however, that in no event will such time extend for more than 30 days.

10.15 This agreement may be signed in counterparts each one of which is considered an original but all of which constitute a single instrument.

The parties have caused this Agreement to be executed by their authorized representative.

Texas A&M University
Health Science Center

By: ________________________________
Title: ______________________________
Date: ______________________________

Ursa Analytics, Inc.

By: ________________________________
Title: ______________________________
Date: ______________________________