

HARDWARE SALES AND LICENSE AGREEMENT

THIS HARDWARE SALES AND LICENSE AGREEMENT (this “**Agreement**”) is entered into on this ___ day of _____, 2020 (the “**Effective Date**”) by and between **SURVIVR PBC**, a Delaware public benefit corporation (“**SURVIVR**”), and Collin County, Texas (“**Customer**”).

RECITALS

WHEREAS, SURVIVR has developed, licenses and sells virtual reality training programs and related hardware designed to train law enforcement, first responders, military and similar personnel in handling various real world scenarios;

WHEREAS, Customer wishes to purchase certain SURVIVR Hardware Products and access the SURVIVR Services, which shall include SURVIVR providing certain Scenarios and related content that interact within the SURVIVR Hardware Products;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 “Analytics” means statistics, metrics and other analyses that are based on or derived from the SURVIVR Products, User Data, or Scenarios and other related systems and technologies (including without limitation, aggregate measurements of SURVIVR Service usage and performance relating Customer’s and its End Users use thereof). “Analytics” will not include any personally identifying information about an End User.

1.2 “Documentation” means the technical and user documentation related to the SURVIVR Products provided to Customer by SURVIVR.

1.3 “End User” means an employee of Customer that uses the SURVIVR Products.

1.4 “Maintenance Period” means the period for which Customer has an active subscription to the SURVIVR Services and for which fees have been paid. Unless otherwise stated in the applicable Order, the Maintenance Period for SURVIVR Hardware Products for any “Lifetime” SURVIVR Service order shall be two (2) years from the effective date of the mutually agreed upon Order.

1.5 “Scenario” means a virtual reality training scenario made available by SURVIVR as part of the SURVIVR Services.

1.6 “SURVIVR Hardware Products” means the SURVIVR hardware products as set forth in an Order.

1.7 “SURVIVR Products” means, collectively, the SURVIVR Hardware Products and the SURVIVR Services.

1.8 “SURVIVR Services” means the SURVIVR software and services set forth in an Order, including applicable Scenarios.

1.9 “User Data” means any data provided by or obtained from Customer and its End Users in connection with all uses of the SURVIVR Services.

2. ORDER PROCESS

2.1 Submission of Purchase Orders. From time to time during the Term, Customer may order SURVIVR Hardware Products from SURVIVR by submitting an order in written form (“**Order**”) to SURVIVR. Any Orders received from Customer by SURVIVR shall be deemed to have been authorized by Customer. Such Order will include, at a minimum, (a) unit description and quantity; (b) shipping destination; (c) requested shipping and delivery date (although SURVIVR’s standard lead time is 8 to 12 weeks); and (d) other instructions or requirements pertinent to the Order. Customer will use its standard Purchase Order to order additional Hardware Products from SURVIVR and the terms and conditions in the Purchase Order will apply.]

2.2 Forecasts, Order Acceptance and Cancellations.

(a) Forecasts. If requested by SURVIVR, Customer will generate and provide to SURVIVR a non-binding forecast of its anticipated purchases of SURVIVR Hardware Products during the following two calendar quarters.

2.3 Order Acceptance. SURVIVR will have ten (10) business days after receipt of an Order to accept or reject such Order, in whole or in part, in its sole discretion. Orders will be deemed accepted by SURVIVR only upon the earlier of (a) written notice of acceptance from SURVIVR; or (b) actual shipment of SURVIVR Hardware Products by SURVIVR, *provided that* any acceptance by actual shipment will apply only to those SURVIVR Hardware Products actually shipped. No Order will be binding upon SURVIVR unless accepted by SURVIVR in accordance with this Section 2.3. Without limiting the foregoing, no order may have a requested scheduled delivery date of less than 30 days after the date of the Order.

2.4 Order Cancellations. Customer may cancel any Order without penalty by giving written notice of cancellation to SURVIVR, provided that such notice is received by SURVIVR no later than sixty (60) days prior to the scheduled delivery date. Customer may also cancel all or part of an order for SURVIVR Hardware if not shipped as required or instructed.

3. SHIPMENT; DELIVERY

3.1 Packing and Shipment. The SURVIVR Hardware Products in Customer's first order identified in Section 5.1(a) are in place in the Collin County Sheriff's Office. For all later orders, SURVIVR will handle and pack all SURVIVR Hardware Products so as to reasonably protect them from loss or damage, in conformance with standard commercial practice. SURVIVR will use commercially reasonable efforts to make the SURVIVR Hardware Products available for shipping on or before the shipping date agreed upon by the parties (the "**Shipping Date**"). If SURVIVR cannot make the SURVIVR Hardware Products available, by the Shipping Date, SURVIVR will (a) notify Customer of the delay; and (b) make the SURVIVR Hardware Products available as soon as reasonably practicable. SURVIVR will ship all SURVIVR Hardware Products FOB delivery. If Customer specifies a specific shipment is FOB shipping point, SURVIVR will prepay shipping charges and, if reasonably available, shipping insurance, and add them to the invoice.

3.2 Title and Risk of Loss. Subject to Section 6.2, title to SURVIVR Hardware Products and risk of damage or loss will pass to Customer only upon Customer's receipt and acceptance after inspection, subject to Section 4. As between the parties, title to, and ownership in, SURVIVR Services (including all intellectual property rights related thereto) will remain with SURVIVR. SURVIVR will be responsible for any costs of insuring the SURVIVR Hardware Products before delivery to Customer.

4. INSPECTION; ACCEPTANCE. Customer will have fourteen (14) business days after receipt of SURVIVR Hardware Products (the "**Return Period**") to notify SURVIVR in writing of any discrepancies in the shipment. In all cases under this Agreement, SURVIVR will only accept returns from Customer of SURVIVR Hardware Products that are incorrect (wrong product) or "dead on arrival" (nonfunctional when delivered), returned with a Return Material Authorization ("**RMA**") number issued by SURVIVR, and accompanied by a notice specifying the pertinent discrepancy. No returns will be accepted unless notice is provided during the Return Period, except for returns of SURVIVR Hardware Products for repair or replacement pursuant to the warranty set forth in Section 10.12. Customer will return rejected SURVIVR Hardware at SURVIVR's expense, and SURVIVR bears risk of further loss or damage during return.

5. PAYMENT; TAXES

5.1 Payment.

(a) SURVIVR Hardware Products. Initially, Customer is buying these SURVIVR Hardware Products: (1) one computer optimized for VR, (2) one keyboard and mouse, (3) one dual monitor set up, (4) one set of powered computer speakers, (5) one HTC Vive pro headset, (6) one HTC wireless headset adapter for up to a 35'x35' tracking space,

(7) four Lighthouse cameras, (8) one VR-ready Glock handgun, (9) one VR-ready AR-15 rifle, (10) one VR-ready flashlight, and (11) one VR-ready TASER. These products are in place in the Collin County Sheriff's Office. Customer will pay SURVIVR \$23,930 for these SURVIVR Hardware Products, the subscription services listed in Section 5.1(c) and the other services listed in Section 5.1(e).

(b) After discussions with SURVIVR about another order, Customer will submit a county purchase order to SURVIVR. SURVIVR will invoice Customer for the SURVIVR Hardware Products and Customer will pay according to Chapter 2251, Texas Government Code.

(c) Service Subscription. Initially, Customer is buying a Lifetime Subscription for a department with 57 deputies, officers, or other personnel. For subscription services for additional personnel, Customer will pay SURVIVR the subscription fees in accordance with the terms of the Order. Unless otherwise stated in the Order, all SURVIVR Service fees are due and payable under Chapter 2251, Texas Government Code.

(d) Software Upgrades. SURVIVR will provide Customer with software upgrades for life on SURVIVR's customary and usual schedule for such upgrades.

(e) Other Services. SURVIVR will also provide a custom scan of the Collin County Courthouse first floor and train-the-trainer and onboarding services.

5.2 Taxes. All prices are exclusive of all taxes and duties after delivery to the designated destination (other than taxes based on SURVIVR's income) that SURVIVR may be required to collect or pay upon shipment or availability of the SURVIVR Products. Customer is exempt from all state and local sales and use taxes by virtue of its being a duly organized county and does not have to otherwise prove its tax-exempt status under 34 Texas Administrative Code § 3.322(c)(5).

6. LICENSES

6.1 SURVIVR Products.

(a) SURVIVR Services. Subject to the terms and conditions of this Agreement, SURVIVR grants to Customer a nonexclusive, non-transferable (except as permitted under Section 13.8) license, during the Term, to access and use, and to permit each End User to access and use, the SURVIVR Services, solely for such End User's use and solely for their internal training purposes and for purposes of reporting training to the Texas Commission on Law Enforcement under Subchapter E, Chapter 1701, Texas Occupations Code, in accordance with the specifications set forth in any Documentation. Customer shall be responsible for placement of the SURVIVR Hardware Products in such a location with internet access, and will provide such internet access, that will allow SURVIVR to provide remote SURVIVR Services

(including updates to the Scenarios and software in the SURVIVR Hardware Products).

(b) Documentation. Subject to the terms and conditions of this Agreement, SURVIVR grants to Customer a nonexclusive, non-transferable (except as permitted under Section 13.8) royalty-free license during the Term to reproduce the Documentation solely to the extent necessary to use the SURVIVR Products in accordance with the terms herein.

(c) Restrictions. Customer acknowledges and agrees that the SURVIVR Products and their design and structure (including any software) constitute valuable trade secrets of SURVIVR and its suppliers. Accordingly, except to the extent expressly permitted in Section 6.1(a) and (b) above, Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from the SURVIVR Services; (b) distribute, sublicense, lease, rent, loan, or otherwise transfer the SURVIVR Services to any third party; (c) reverse-engineer or disassemble the SURVIVR Hardware Products; or (d) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software within the SURVIVR Services. Customer will not remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of SURVIVR or its suppliers on or within the SURVIVR Products.

6.2 Ownership Rights.

(a) SURVIVR Products. As between SURVIVR and Customer, title to, and ownership of, (a) the physical manifestations of SURVIVR Hardware Products purchased by Customer hereunder (excluding any intellectual property rights related thereto) will pass to Customer as described above in Section 3.2; (b) the copyright, patent, trademark, trade secret, and any other intellectual property or proprietary rights relating to the SURVIVR Products will remain at all times with SURVIVR. There are no implied licenses under this Agreement, and all rights in and to the SURVIVR Products not expressly granted to Customer in this Agreement are reserved by SURVIVR.

(b) End-User Data. As between the parties, Customer retains all right, title and interest in and to User Data. The remainder of this subsection (b) will apply only in the event Customer has opted-in to SURVIVR's processing of User Data in accordance with the terms herein; *provided that*, unless otherwise agreed in writing, such opt-in shall only apply with respect to the User Data processed by SURVIVR pursuant to such Order. Notwithstanding anything to the contrary herein, Customer (on behalf of itself and its Users) acknowledges and agrees that SURVIVR shall have the right to: (a) collect, use, and analyze Analytics, and SURVIVR shall be free (during and after the term of this Agreement) to (i) use Analytics to improve and enhance the SURVIVR Service and for other development, diagnostic, and corrective purposes in connection with the SURVIVR Service and any other SURVIVR Products, and (ii) disclose, sublicense,

market, sell, and otherwise use and commercially exploit Analytics in aggregate or other de-identified form in connection with its business; (b) disclose and provide access to User Data, whether or not aggregated or de-identified, (i) to certain other End Users who have been granted supervisory or other special access by Customer ("**Supervisory Access Users**"), who may access, use, copy, modify, prepare derivatives, and share with other Customer or other Supervisory Access Users such User Data in connection with the Service, and (ii) to certain third party partners of SURVIVR or Customer who have been granted special access by Customer ("**Third Party Partner Users**"), who may access, use, copy, modify, prepare derivatives, and share with Customer Supervisory Access Users, such User Data in connection with the Service; (c) use User Data to protect the rights, property or safety of SURVIVR or others or to investigate or enforce suspected breaches of this Agreement; and (d) use User Data as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties.

7. SUPPORT AND MAINTENANCE

7.1 SURVIVR Hardware. Customer shall at all times maintain the SURVIVR Hardware Products in good operating condition and repair, normal wear and tear excepted. In the event that Customer is unable to access or use the SURVIVR Service as a result of defective SURVIVR Hardware Products during the Maintenance Period, Customer shall notify SURVIVR, at which point SURVIVR will repair or ship replacement SURVIVR Hardware Products to the extent necessary within fifteen (15) business days of receipt of the defective SURVIVR Hardware Products from Customer. If Customer has met its maintenance responsibility in this Section, including having paid all applicable fees during the Maintenance Period, then the replacement will be at no cost to Customer; otherwise, Customer will pay SURVIVR the applicable fees and costs for repairing or replacing such SURVIVR Hardware Products. Customer shall be responsible for any and all damage to the SURVIVR Hardware Products as a result of unauthorized downloads, vandalism, abuse, neglect or force majeure, regardless of whether such vandalism, abuse, neglect or force majeure is caused by Customer or any other third party to whom Customer has granted access.

7.2 SURVIVR Services. SURVIVR will exercise commercially reasonable efforts to provide online technical assistance and support regarding the SURVIVR Services during SURVIVR's ordinary and customary business hours in accordance with its standard policies and procedures.

7.3 Additional Support. Any additional support and maintenance provided by SURVIVR for the SURVIVR Products (if any) will be the subject of a separate support and maintenance agreement.

8. TERM AND TERMINATION

8.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect until terminated as provided herein. The term of the Agreement is referred to as the “**Term**”.

8.2 Termination for Breach. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches the terms and conditions of this Agreement, provided that such breach is not cured within thirty (30) days after a separate notice of breach is delivered to the breaching party.

8.3 Clearing Inventory. In the event of any termination of this Agreement, SURVIVR, in its sole discretion and by giving notice to Customer, may accept return of any new and unused SURVIVR Hardware Products in Customer’s inventory at the time of such termination in exchange for a refund of the purchase price paid, less any applicable restocking or other agreed upon fees.

8.4 Effect of Termination. Upon the termination or expiration of this Agreement, and subject to the following sentence, (a) all licenses granted to either party hereunder will expire, unless (i) expressly designated as surviving; or (ii) with respect to any “Lifetime” license purchased by Customer, the applicable licenses shall continue with respect to those Scenarios purchased by Customer in connection with such “Lifetime” license prior to the termination of this Agreement; and (b) each party will promptly return to the other party (or destroy, and upon request provide a certificate of destruction signed by a Customer officer) all Confidential Information of the other party in such party’s possession. SURVIVR will have no continuing obligation to provide or support the SURVIVR Services. Sections 1, 5, 6.1(c)~~Error! Reference source not found.~~, 6.22, 8.3, 8.4, 9, 10.3, 11, 12, 13, and any payment obligations incurred prior to termination or expiration of this Agreement will survive such termination or expiration.

9. CONFIDENTIALITY

9.1 Definition. Each party (the “**Disclosing Party**”) may from time to time during the Term disclose to the other party (the “**Receiving Party**”) certain information regarding the Disclosing Party’s business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information (“**Confidential Information**”). The Disclosing Party will mark all Confidential Information in tangible form as “confidential” or “proprietary” or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure. Regardless of whether so marked or identified, however, any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party. Regardless of whether or not so marked or identified, all technical information pertaining to the SURVIVR Products

is the Confidential Information of SURVIVR. Notwithstanding anything to the contrary in this Agreement, Confidential Information does not include information that (a) is already known by the Receiving Party at the time of disclosure; (b) becomes, through no act or fault of the Receiving Party, publicly known; (c) is received by the Receiving Party without restriction on the Receiving Party’s disclosure or use, from a third party which itself had no obligation to keep such information confidential; or (d) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party.

9.2 Restrictions. Each party will hold the other party’s Confidential Information in confidence and shall not disclose such Confidential Information to third parties, nor use such Confidential Information, for any purposes other than the purposes of this Agreement. When disclosing the Confidential Information to a third party in a manner permitted by the foregoing sentence, each party will ensure that such third party receives such Confidential Information subject to confidentiality restrictions no less restrictive than those set forth in this Section 9.

9.3 Exceptions. A party may disclose Confidential Information of the other party to the extent required to be disclosed by a court or governmental agency pursuant to a statute, regulation, or valid order, including the Texas Public Information Act, Chapter 552, Texas Government Code (as amended by S.B. 943 (2019)); provided, however, that the Receiving Party first notifies the Disclosing Party, e.g., Tex. Gov’t Code, § 552.305, and gives the Disclosing Party the opportunity to seek a protective order, or to contest such required disclosure.

10. WARRANTIES; LIMITED WARRANTY; WARRANTY DISCLAIMER

10.1 Mutual Warranties. Each party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

10.2 Limited Warranty. SURVIVR warrants that for a period of two years following delivery to Customer (the “**Warranty Period**”), the SURVIVR Hardware Products will substantially conform to the specifications set forth in the accompanying Documentation. In the event that a SURVIVR Hardware Product fails to meet the requirements of the foregoing warranty, SURVIVR will, at its option, (a) repair such product to correct the defect; (b) replace the defective product at no additional charge to Customer; or (c) accept return of the product (provided that Customer obtains a Return Material Authorization number) and issue a refund equal to the purchase price of the non-conforming SURVIVR Hardware Product. The foregoing states Customer’s sole and

exclusive remedy, and SURVIVR's entire liability, for breach of warranty under this Agreement.

10.3 WARRANTY DISCLAIMER. EXCEPT AS SET FORTH ABOVE IN SECTIONS 10.2 AND 11.1, THE SURVIVR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SURVIVR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND ACCURACY. SURVIVR DOES NOT WARRANT THAT THE OPERATION OF THE SURVIVR PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OTHER THAN THOSE SET FORTH ABOVE IN SECTION 10.1 OR A REPRESENTATION IN THIS AGREEMENT.

11. INDEMNIFICATION

11.1 By SURVIVR. Subject to Customer's obligations set forth below in Section 11.2, SURVIVR will defend Customer with respect to any claim, suit, or proceeding (a "Claim") brought against Customer by a third party to the extent that such Claim alleges that the SURVIVR Products infringe any U.S. patent, copyright, trademark, or trade secret belonging to such third party. However, SURVIVR will have no obligation hereunder for any such suit, claim, or proceeding if such suit, claim, or proceeding arises out of or is related to (a) the modification of the SURVIVR Products by any party other than SURVIVR; or (b) the combination of the SURVIVR Products with any other hardware, firmware, or software not supplied by SURVIVR, where the suit, claim, or proceeding in question is directed at the combination. SURVIVR will pay any resulting damages, costs, and expenses finally awarded to a third party, but SURVIVR will not be liable for such amounts, or for settlements incurred by Customer, without SURVIVR's prior authorization. If the SURVIVR Products become, or in SURVIVR's opinion are likely to become, the subject of any infringement claim, SURVIVR may, at its option and expense, either (x) procure for Customer the right to continue using the SURVIVR Products; (y) replace or modify the SURVIVR Products so they become non-infringing; or (z) accept return of the SURVIVR Products and issue a refund equal to the purchase price of such SURVIVR Products, less a reasonable allowance based on the period of use. The foregoing indemnification obligations are Customer's sole and exclusive remedy, and SURVIVR's entire liability, for any claims of infringement by the SURVIVR Products.

11.2 By Customer. As permitted by law, Customer will defend SURVIVR with respect to any Claim brought against SURVIVR by a third party to the extent that such Claim arises

from or is related to (a) the Customer's operation of its business or its marketing, resale, or distribution of the SURVIVR Products, or (b) Customer's or its Customers' or End Users' use of the SURVIVR Products, excluding any Claims for which SURVIVR is obligated to indemnify Customer under Section 11.1. As permitted by law, Customer will pay any resulting damages, costs, and expenses finally awarded to a third party, but Customer will not be liable for such amounts, or for settlements incurred by SURVIVR, without Customer's prior authorization.

11.3 Indemnification Procedure. The party seeking indemnification (the "Indemnified Party") shall (a) give the indemnifying party (the "Indemnifying Party") notice of the relevant claim; (b) cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim; and (c) give the Indemnifying Party the right to control the defense and settlement of any such claim. The Indemnified Party will have the right to participate in the defense with counsel of its choice at its own expense or may settle a claim against it at its own expense.

12. LIMITATION OF LIABILITY

EXCEPT FOR ANY BREACHES OF SECTIONS 6 OR 9, OR IN CONNECTION WITH ANY INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

EXCEPT FOR ANY BREACHES OF SECTIONS 6 OR 9, OR IN CONNECTION WITH ANY INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, IN NO EVENT WILL SURVIVR'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF ALL FEES ACTUALLY PAID TO SURVIVR BY CUSTOMER AND REVENUE SHARE PAYMENTS OWED BY SURVIVR TO CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF TWO OR MORE CLAIMS OR SUITS WILL NOT ENLARGE THIS LIMIT. IN NO EVENT WILL SURVIVR HAVE ANY LIABILITY WHATSOEVER UNDER THIS AGREEMENT TO CUSTOMERS OR END USERS. THE PARTIES ACKNOWLEDGE THAT THE PRICES SPECIFIED IN THIS AGREEMENT REFLECT

THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT SURVIVR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE FOREGOING LIMITATIONS OF ITS LIABILITY AND THE WARRANTY DISCLAIMERS CONTAINED HEREIN.

13. GENERAL

13.1 Governing Law. This Agreement will be governed in all respects by the laws of the State of Texas, without giving effect to any conflict of laws principles that require the application of the laws of a different state. Both parties consent to jurisdiction in Texas and further agree that any cause of action arising out of or relating to this Agreement may be brought in any court with jurisdiction in Collin County, Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Compliance with Laws. At its sole expense, each party will comply with all applicable laws and regulations regarding its activities related to this Agreement.

13.3 Independent Contractors. Each party will perform its obligations hereunder as an independent contractor and, except as expressly provided to the contrary in this Agreement, will be solely responsible for its own obligations. Nothing contained herein will be construed to imply a joint venture or principal or agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation on behalf of the other.

13.4 Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

13.5 Notices. Any notice or communication permitted or required hereunder will be in writing and will be delivered in person or by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth in the preamble to this Agreement or to such other address as either party may provide from time to time to the other. Notices will be effective upon receipt.

13.6 Force Majeure. If performance of this Agreement, or any obligation hereunder (other than the obligation to pay) is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party (including without limitation the failure of any suppliers to perform), the party so affected, upon giving prompt notice to the non-affected party, will be excused from such performance to the extent of such prevention, restriction, or interference.

13.7 Export Control. Customer hereby agrees to comply with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including the Export Administration Regulations promulgated by the Bureau of Export Administration (as codified in 15 C.F.R. Parts §§ 730-774), and not to export or re-export the SURVIVR Products in violation of such laws or regulations, or without all required licenses and authorizations.

13.8 Assignment. No right or obligation of a party under this Agreement will be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of the other provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of its voting securities are transferred, subject to all of the terms of this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 13.8 will be null and void.

13.9 Amendments. Any amendments, modifications, supplements, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party.

13.10 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the parties, whether written or oral, relating to the subject matter hereof.

13.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one instrument.

13.12 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable external attorney's fees and court costs incurred in connection with such enforcement including collection.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

“SURVIVR”

“Customer”

SURVIVR PBC

Collin County, TX



By

Brian Hoang
Printed Name

Michalyn Rains
Printed Name

Chief Executive Officer
Title

Purchasing Agent
Title

8330 Lyndon B Johnson Fwy, Ste B1165

2300 Bloomdale, Suite 3160

Dallas, TX 75243
Address

McKinney, TX 75071

Address
purchasing@co.collin.tx.us

E-mail

Notices should also be sent to:

Collin County Administrator

2300 Bloomdale, Suite 4192

McKinney, TX 75071