

PLUGANDPLAY

**Greater Brazos Partnership,
Inc.**

Founding Anchor Corporate Membership
Agreement

Innovation Triangle powered by Plug and
Play

This Founding Anchor Corporate Membership Agreement (“Agreement”) is made effective as of [October 01, 2024] (“Effective Date”), by and between Greater Brazos Partnership, Inc., whose principal office is located at 1716 Briarcrest Drive, Suite 714, Bryan, TX 77803 (hereinafter “CLIENT”) and Plug & Play, LLC (also doing business as “Plug and Play Tech Center”) a California limited liability company whose principal office is located at 440 North Wolfe Road, Sunnyvale, CA 94085 (hereinafter “Plug and Play”). Plug and Play and CLIENT hereinafter jointly referred to as the “Parties” and individually to as the “Party.”

1. The Scope of the Agreement

1.1. CLIENT is seeking a deeper engagement with Plug and Play to drive and attract business growth opportunities for CLIENT through innovation initiatives pertaining to partnership, pilots, acquisition, or investment between participating stakeholders and startup companies and establishing CLIENT as an innovation leader in the Texas Aerospace and Defense industries. To ensure CLIENT’s success as a strategic member of Plug and Play’s ecosystem, Plug and Play will provide the services described in this agreement for the Aerospace and Defense Program through a program located in the greater Bryan-College Station area.

1.2. Custom Innovation Platform—Plug and Play Aerospace and Defense Vertical

1.2.1. The execution of the Agreement will grant CLIENT a status of “Founding Anchor Member” of the Innovation Triangle powered by Plug and Play in the Bryan – College Station, Texas region.

1.2.2. As a Founding Anchor Member, CLIENT will pay the fees described in **Exhibit A** and benefit from the services listed in Section 2

1.2.3. At no time will Plug and Play provide information from CLIENT or the greater Bryan-College Station region to the People’s Republic of China, Iran, Russia or North Korea, or any other country sanctioned under federal law such as OFAC, without CLIENT approval.

2. Founding Anchor Benefits—Plug and Play Texas Aerospace and Defense

Plug and Play will establish a startup accelerator program and corporate network focused on the Aerospace and Defense industry. Plug and Play guarantees that it will accelerate two groups of startups per Segment (each, a “Batch”) and provide workshops, mentorship sessions, EXPOs, business development, and investment opportunities to CLIENT, Additional Members and startups accepted to each Batch (the “Aerospace and Defense

Program”). As a Founding Anchor Member of the Aerospace and Defense Program, CLIENT will receive the following:

- 2.1. Plug and Play shall employ not fewer than four (4) Full-Time Employees at the Facility for the Aerospace and Defense Program by the end of the first Segment (as defined on Exhibit A); hiring will be done such that there is sufficient staffing to operate the Batches and the Program in Segment 1 and all future Segments. FTE shall be defined to mean an employee whose job requires a minimum of 1,920 hours per year over a 12-month term (40 hours per week), including allowance for vacation and sick leave, and primarily and substantially employed on-site at the Facility. Use of a staffing agency is permitted provided all of the conditions herein are met. An FTE is primarily and substantially employed on-site if less than 50% of such employee’s annual working hours are spent outside of the Brazos County, TX region. CLIENT and Plug and Play may provide input or recommendations for FTE candidates; however, Plug and Play shall have final authority regarding employment and compensation decisions.
- 2.2. Committee Member: CLIENT will occupy up to four positions on the Advisory Committee (a “Committee Member”) for the Aerospace and Defense Program. The "Advisory Committee" consists of the Committee Members from all Founding Anchor Members and Anchor Members of the Aerospace and Defense Program that will guide the trajectory of that program specifically.
- 2.3. Program Focus: CLIENT, as a Committee Member of the Aerospace and Defense Program Committee, will have the opportunity to set the technology focus and application call for the Aerospace and Defense Program respectively.
- 2.4. Elite List: Plug and Play will complete the initial review and vetting of the applications to select a list of qualified startups (the “Elite List”) to be considered for admittance into the upcoming Batch of either Program. Committee Members of the specific Program will receive the Elite List for that program, and from the Elite List Committee Members will vote to select startups to be reviewed at Selection Day.
- 2.5. Selection Day: “Selection Day” is a pitch event for startups selected from the Elite List to be considered for admittance to a program. CLIENT, as a Committee Member, will review the startups selected to pitch at Selection Day and vote to select startups to admit to the Program along with other Committee Members.
- 2.6. EXPOs: "EXPO" takes place at the conclusion of each Batch for each of the Aerospace and Defense Program, either in person or virtually. Each EXPO includes three-minute presentations from the startups in each Batch, panelist discussions and keynote speeches focused on the Batch. Attendees of each EXPO includes entrepreneurs, venture capitalists, Plug and Play corporate members, developers, investors, government entities, and universities. CLIENT may send representatives

to attend EXPO and will receive a one three to five-minute speaking slot. Plug and Play may grant longer speaking engagements depending on topic and speaker.

2.7. Additional Members: Plug and Play may, in Plug & Play's discretion, engage with third parties to become a corporate member of the Aerospace and Defense Program by signing an agreement with Plug and Play. (each, an "Additional Member").

2.7.1. Plug and Play will allocate services to the Additional Member pursuant to the agreement between Plug and Play and the Additional Member and the Additional Member will pay Plug and Play for its services. In no event will payments made by Additional Members have any effect on CLIENT's payment obligations to Plug and Play.

2.7.2. Within five (5) business days of Plug and Play's execution of an agreement with an Additional Member, Plug and Play shall provide written notice to CLIENT of such agreement, and such notice may include the Additional Member's name and fees to be paid by the Additional Member if approved by the Additional Member for disclosure. In addition to the foregoing notice, Plug and Play shall on at least a quarterly basis submit to CLIENT written status reports reflecting the total number of Additional Member agreements executed, total Additional Member funds received, and the names of prospective Additional Members. As each Additional Member joins the Program, Plug and Play will allocate resources to the Additional Member and the Program to ensure (i) appropriate service support to the Additional Member and (ii) sustained growth of the Program.

2.8. Office Space.

2.8.1. College Station: CLIENT will assist Plug and Play in finding a mutually agreeable, suitable and sufficient fully equipped and functional office in College Station, Texas. Such office will serve as the primary co-working space for the startups participating in the Aerospace and Defense Program, office space for the management team of the Aerospace and Defense Program, and a meeting space for networking and training events (the "Facility"). Plug and Play will enter into a separate lease for the Facility and be responsible for the costs and expenses of the Facility including rent, utilities, and all related operating costs.

2.8.2. RELLIS: Plug and Play will acquire additional office space on or near The Texas A&M University System's RELLIS campus (the "Rellis Facility"). The Rellis Facility will serve, as-needed, as co-working space for the startups participating in the Aerospace and Defense Program, office space

for the management team of the Aerospace and Defense Program, and a meeting space for small networking and training events.

2.9. Sourcing and Startup Introductions

2.9.1. Private Dealflow Sessions: Plug and Play will facilitate private introductions between CLIENT and startups based on CLIENT's business challenges. These connections are made through "Dealflow Sessions"—up to six per Segment, with six being allocated to the Texas Aerospace and Defense industry per this Agreement. Each Dealflow Session is structured as follows:

- a) CLIENT shall provide Plug and Play notice of its intention to participate in a Dealflow Session. Plug and Play will, within four weeks of receipt of such notice, deliver a pre-screened list of startups to CLIENT and allow CLIENT to select up to eight startups it wishes to meet. Of the eight startups chosen by CLIENT, Plug and Play will arrange for CLIENT to meet (virtually or in-person) up to four startups during the Dealflow Session.
- b) At the Dealflow Session, each of the selected startups will present to CLIENT, followed by open discussions between the selected startups and CLIENT
- c) If CLIENT or any of its employees, contractors or representatives are unable to attend the Dealflow Session in person, Plug and Play will arrange a virtual or extended Dealflow Session to accommodate CLIENT's schedule.

2.9.2. Ad-Hoc Introductions: Plug and Play will make ad-hoc introductions between CLIENT, Additional Members, and startups as new opportunities arise during the Term (defined in Exhibit A: Fee Schedule).

2.9.3. Playbook: During the Term, CLIENT may access Plug and Play's proprietary virtual platform called "Playbook". Playbook allows corporate members to easily track engagement with startups and includes a database of startup profiles, exclusively for Plug and Play's corporate members' use. CLIENT's representatives that wish to use Playbook must first create a profile on the Playbook platform.

2.10. Events & Workshops

CLIENT's marketing and business development representatives are invited to participate and promote CLIENT's brand and products at all Aerospace and Defense events and workshops. Plug and Play will provide:

2.10.1. Community Events: During the Term, Plug and Play will host events to build community within the innovation ecosystem focused on exposure between members of the Aerospace and Defense Program members and members of other programs, and startups. CLIENT may attend any community event during the Term.

2.10.2. Internal Events: Plug and Play will invite CLIENT to regular internal events during the Term, including, but not limited to, workshops, conferences, and roundtable discussions in the Aerospace and Defense industries. Plug and Play may invite CLIENT to internal events relating to other industries in Plug and Play's sole discretion.

2.10.3. Friday Pitch Sessions: The Friday Pitch Sessions ("FPS") provide a platform for startups to interact with corporate executives, serial entrepreneurs, and investors at the Silicon Valley location every Friday. The four weekly, themed FPS meetings include: Money tech, Hard tech, Health tech, Software tech. CLIENT may attend any FPS either virtually or in-person.

2.11. Community, Branding, and Marketing

2.11.1. Public Relations: CLIENT and Plug and Play will work together to submit a press release announcing the collaboration. Additionally, this collaboration will be promoted at all Plug and Play's events and in event materials, including, but not limited to, event room screens, event programs, and pop-up banners

2.11.2. Branding in Silicon Valley: A CLIENT placard will be positioned on Plug and Play's strategic member wall at its Silicon Valley headquarters. Plug and Play will also note CLIENT as a member on its website.

3. Authorization for use of Name, Trademark(s), Logo(s) and other Identifying Marks

3.1. As a condition of this Agreement, CLIENT hereby authorizes Plug and Play the right to use CLIENT's logo and trademarks ("Marks") in the following manner:

- A sign in Plug and Play's Silicon Valley and Bryan - College Station facilities.
- Event materials including, but not limited to, event room screens, event programs, and pop-up banners.

- Inclusion of CLIENT's name and logo on Plug and Play's website (www.plugandplaytechcenter.com).

3.2. In any other instance, Plug and Play will ask for written permission from CLIENT to use the Marks, which shall not be unreasonably withheld. The request for permission and the grant of permission may be delivered and received via email or other forms of electronic communication. CLIENT shall retain all and any intellectual property rights, title or interest in or to any of the Marks used by Plug and Play.

3.3. CLIENT may use and publish Plug and Play's name, logo and trademarks ("Plug and Play Marks") in its marketing and promotional material with Plug and Play's prior written consent. For the avoidance of doubt, Plug and Play shall retain all and any intellectual property rights, title or interest in or to any of the Plug and Play Marks used by CLIENT.

4. Intellectual Property

4.1. Plug and Play shall own no right, title and interest in and to all intellectual property created by CLIENT and a technology startup company introduced to CLIENT through the services provided by Plug and Play in connection with this Agreement, including without limitation, all logos, trademarks, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright.

4.2. If Plug and Play and CLIENT desire to develop jointly any intellectual property during the Term, then the Parties shall execute a separate development agreement prior to starting any such development. The development agreement shall include, among other things, the Parties' mutual understanding about ownership of any developments.

5. Confidentiality

5.1. Prior to and during the Term, the Parties will be exposed to certain valuable confidential information that each deems confidential (hereafter the "Confidential Information"). This Confidential Information includes, but is not limited to, trade secrets, processes, reports, studies, statistics, writings, documents, files, procedures, business plans, marketing plans, business records, financial information, methods and techniques, customer and client lists, business contact lists, intellectual property, and any and all information related to each Parties respective business. For the avoidance of doubt, Confidential Information also includes the terms of this and any other agreement Client has with Plug and Play. The Parties understand that each has invested substantial effort into developing this Confidential Information. Because unauthorized disclosure of the Confidential Information would irreparably damage the Parties, each agree to keep any

Confidential Information confidential and only use Confidential Information in furtherance of this Agreement. Parties agree that they shall not disclose (except to employees or representatives of a Party who have a need to know such information), market, develop, or cause to be marketed the other Party's Confidential Information without prior written consent. Business decision and discussions regarding the internal business matters of Plug and Play are confidential and not public information. This confidentiality provision shall survive the expiration or earlier termination of this Agreement and shall continue for a period of three (3) years.

5.2. The obligations set forth in the section above shall not apply to any Confidential Information with respect to which each Party can demonstrate:

5.2.1. was in its possession prior to the time of disclosure by the disclosing Party hereunder and was not acquired directly or indirectly from the other Party

5.2.2. was in the public domain at the time of disclosure, or subsequently became part of the public domain through no fault of the receiving Party; or

5.2.3. was legally received from a third party who represents in writing that it was not subject to a confidentiality agreement regarding the information.

5.3. All Confidential Information disclosed by the disclosing Party under this Agreement, whether in a tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) or during all and any oral communication, shall be and remain property of the disclosing Party.

5.4. To the extent the recipient of Confidential Information is required to disclose such information in order to comply with the requirements of applicable law, regulation, or order of a court, the recipient must (a) promptly give prior written notice of such disclosure to the disclosing Party and (b) take commercially reasonable actions to avoid such disclosure, to minimize the extent of any such legally required disclosure, and to cooperate with any efforts by the disclosing Party to prevent such disclosure by seeking a protective order.

6. Indemnity

Each Party shall defend, indemnify and hold harmless the other Party, its parents, affiliates, and each of their respective directors, officers, employees, shareholders and all of their respective successors and permitted assigns (the "Indemnified Parties"), from and against any and all suits, claims, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees and other expenses of litigation) and causes of action of whatsoever kind (collectively referred to as "Claims") which may be incurred by, asserted against, or recoverable from any Indemnified Party

arising out of or relating to any of the Services performed or accepted by each Party under this Agreement

7. Limitation of Liability

Except for the indemnification obligations above, the liability for either Party under this Agreement shall be limited to the total amount of fees paid by Client to Plug and Play and in no event shall either Party be liable to the other Party for any special, incidental, punitive, or consequential damages.

8. Term and Billing

See **Exhibit A: Fee Schedule** attached to and incorporated in this Agreement for details.

9. Termination

Either Party may terminate this Agreement (the “Non-Breaching Party”) for the other Party’s material breach (the “Breaching Party”) of this Agreement by providing the Breaching Party written notice of the material breach. The Breaching Party shall have 90 days to cure such material breach, and if the Breaching Party fails to cure such material breach during the notice period, the Non-Breaching Party may terminate this Agreement. As used in this paragraph, “material breach” means (i) CLIENT’s failure to pay invoices when due, (ii) the insolvency or bankruptcy of either Party including becoming the subject matter of any proceeding relating to its bankruptcy, insolvency, receivership, liquidation, dissolution, winding up or entering into a plan of arrangement or similar agreement with its creditors, or (iii) failure by Plug and Play to begin or continue the Program.

10. Relationship of the Parties

Neither Party is, nor represents itself to be, an agent, employee, partner or joint venture of the other Party. Neither Party shall, unless otherwise specified in this Agreement or in a writing signed by both Parties, make promises, representations or warranties that incur any liability for or on behalf of the other Party. The relationship of the Parties is non-exclusive unless otherwise specifically agreed to in writing by the Parties.

11. Notices

Any notices given under this Agreement shall be in writing to the following addresses:

Plug & Play, LLC
Attention: Arif Omer Gozen
Address: 440 North Wolfe Road,
Sunnyvale, CA 94085, United States
Email: omer@pnptc.co
m

Greater Brazos Partnership
Attention: Susan Davenport
Address: 1716 Briarcrest Drive, Suite 714,
Bryan, TX 77802
Email: sdavenport@brazosvalleyedc.org

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or judicial authority finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited but only to the minimal extent required to make the provision valid and enforceable.

13. Entire Agreement

This Agreement, together with all Exhibits referenced herein (a) constitutes the entire Agreement between the Parties regarding this specific subject matter; (b) is the complete and exclusive statement of the terms thereof; and (c) it supersedes all prior oral or written agreements between the Parties with respect to this specific subject matter. Any modifications to the terms of this Agreement must be in writing and signed by an authorized representative of each Party.

14. Force Majeure

Neither Party shall be liable for any delays in performance hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver. CLIENT shall have the option to terminate any and all obligations under this Agreement by so notifying Plug and Play in writing if the delay in performance exceeds 30 days from the originally agreed upon performance date.

15. Choice of Law

This Agreement shall be interpreted and enforced according to the applicable federal laws of United States of America and the state laws of California without application of its conflict of law or choice of law rules.

16. Assignment

This Agreement shall bind and be for the benefit of the Parties and their heirs, fiduciaries, and permitted successors and assigns. Neither Party may assign its rights or delegate its obligations under this Agreement, except to a present or future affiliate upon written notice to the other Party.

17. Representations and Warranties

The Parties executing this Agreement on behalf of Plug and Play and CLIENT represent and warrant that they have the authority from their respective governing bodies to enter into this Agreement and to bind their respective companies to all the terms and Conditions of this Agreement.

18. Other

Neither Party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. This Agreement may be signed in counterparts, which together shall be one contract. Faxed or scanned signatures will be treated as original.

(Signature page follows)

Acknowledged, Accepted and Agreed:

Plug & Play, LLC

Greater Brazos Partnership, Inc.

Represented by: Omer Gozen

Represented by: Susan Davenport

DocuSigned by:
Omer Gozen
74F3A9925312447...

Signed by:
Susan Davenport
AF30A0CECE774D9...

Name: Omer Gozen

Name: Susan Davenport

Title: Partner

Title: President/CEO

Date: 11/11/2024

Date: 11/11/2024

Exhibit A: Fee Schedule

Description of Work	Segment Amount	Segment Term
Founding Anchor Membership -Aerospace and Defense – Segment 1	\$750,000.00	Start Date: December 01, 2024 End Date: November 30, 2025
Founding Anchor Membership-Aerospace and Defense – Segment 2	\$750,000.00	Start Date: December 01, 2025 End Date: November 30, 2026
Founding Anchor Membership -Aerospace and Defense – Segment 3	\$750,000.00	Start Date: December 01, 2026 End Date: November 30, 2027

Term, Billing, and Tax:

The term of this Agreement shall commence on the Effective Date and shall continue until November 30, 2027, unless earlier terminated as provided for below (the “Term”). Each 12-month period of the Term commencing on December 01 is a “Segment.”

Plug and Play will invoice CLIENT on the first date of each Segment listed above, in the amount designated for that Segment. Payments made under this Agreement are made in advance and are not refundable. CLIENT shall pay Plug and Play no later than 30 days after receipt of an invoice from Plug and Play. Failure of CLIENT to pay any amount when due may result in a late penalty commencing on the due date of such payment until the date paid at a rate of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less.

All amounts payable under the Agreement are exclusive of any taxes or other government charges incurred by Plug and Play as a result of provision of the services to CLIENT pursuant to the Agreement. CLIENT will pay any and all (a) sales, use, excise or other taxes (other than taxes measured on the income of Plug and Play) and (b) regulatory fees or surcharges of all governmental authorities, applicable to the services provided to CLIENT under this Agreement.

The CLIENT is entering into this Agreement conditioned on and in reliance on the following supporting agreements, and the existence of and the funding through the supporting agreements forming part of the consideration for the CLIENT’s obligations under this Agreement.

1. The Texas A&M University System is contemporaneously entering into a Corporate Membership Agreement with Plug and Play for services related to the Aerospace and Defense Program (the “TAMU Agreement”).
2. The City of Bryan, Texas, by and through a Supplemental Funding Agreement with the CLIENT, will fund one-third of the Segment Amount when such amount becomes due.
3. The City of College Station, Texas, by and through a Supplemental Funding Agreement with the CLIENT, will fund one-third of the Segment Amount when such amount becomes due.

The Supplemental Funding Agreements referenced above with the City of Bryan and the City of College Station collectively are referred to as the “**Supporting Agreements**” and the Texas A&M University System, the City of Bryan, and the City of College Station are referred to as the “**Funding Partners**”.

If prior to the date on which any Segment Amount is due and payable one or both of the Supporting Agreements are rejected or rescinded or the Funding Partner for the Supporting Agreement fails to timely pay CLIENT under the respective Supporting Agreement, then Plug and Play will (i) ratably reduce the Segment Fees in an amount equal to the loss of funding from the rejected, rescinded or unpaid Supporting Agreement and (ii) proportionally reduce the services listed in Section 2 to account for the reduction in the Segment Fee payable by CLIENT to Plug and Play.

If prior to the date on which any Segment Amount is due and payable the TAMU Agreement has terminated either as the result of termination by the Funding Partner or termination by Plug & Play, then the CLIENT may terminate this Agreement effective as of the end of the then-current Segment by providing Plug and Play with written notice prior to the end of the then-current Segment.). If this Agreement is terminated in accordance with this paragraph, the CLIENT will not be obligated to pay the Segment Amount that had come due, and the CLIENT will have no further obligations under this Agreement.