

Innovation Park TLH, Inc.
DBA North Florida Innovation Labs
Board of Directors Meeting
Collins Building
2051 East Paul Dirac Drive
Tallahassee, FL 32310

February 3, 2022
Immediately following 11:00am
LCRDA Board of Governors Meeting

Agenda

Due to the ongoing Coronavirus/COVID-19 pandemic, anyone wishing to address the Board may appear in person (attendance in the room may be limited) or submit written comments by 9:00am the day before the scheduled meeting date so that the comments can be distributed to the Board members. Comments submitted after this time (up to the time of the meeting) will be accepted and included in the official record of the meeting. Email comments to: publicinput@inn-park.com and reference the meeting title and date in the subject line. Include your name and contact information. All times are approximate.

1. Call to Order
2. Introduction of Guests
3. Approval of Participation by Electronic Means
In accordance with the Bylaws, there being a quorum of members present in person, the members of the Board present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances.
4. Modifications to the Agenda
5. Public Comment
6. Approval of Draft Meeting Minutes, October 7, 2021 (*Attachment A*)
7. Treasurer's Report (*Attachment B*)
8. StartupWind Agreement (*Attachment C*)—*Bill Lickson*
Staff requests approval of a one-year agreement with StartupWind for an annual fee of \$18,000 paid quarterly. StartupWind is an "AI-powered Unified Innovation and Mentoring Platform for Universities, States, Enterprises and Entrepreneurs". This agreement is funded 50% by the ARPA grant and 50% by a FAMU grant pass through from NASA for delivery of SBIR training.
9. New Business
10. Adjourn

Innovation Park TLH, Inc.
DBA North Florida Innovation Labs
Board of Directors Meeting
Collins Building
2051 East Paul Dirac Drive
Tallahassee, FL 32310

October 7, 2021
Immediately following 11:00am
LCRDA Board of Governors Meeting

DRAFT Minutes

Members in Attendance: Kevin Graham, Tom Allen

Members in Attendance Virtually: Dave Ramsay

Members Not in Attendance: None

Guests: Ron Miller, Bill Lickson, Peggy Bielby, LCRDA staff.

1. Call to Order

Acting Chair Kevin Graham called the meeting to order at 1:26pm.

2. Introduction of Guests

All present introduced themselves.

3. Resignations

Kimberly Moore resigned from the IPTLH Board of Directors effective immediately prior to this meeting. Sonjoy Goswami resigned from the IPTLH Board of Directors effective August 3, 2021.

4. Appointments

The Board of Governors of the Leon County Research and Development Authority, in accordance with IPTLH Bylaws, have appointed Tom Allen and David Ramsay to the IPTLH Board of Directors. Kevin Graham shall remain as the only other current appointment to the IPTLH Board of Directors.

5. Approval of Participation by Electronic Means

In accordance with the Bylaws, there being a quorum of members present in person, the members of the Board present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances.

Tom Allen offered a motion to allow participation by electronic means. Kevin Graham seconded the motion which passed unanimously with Dave Ramsay not voting.

6. Modifications to the Agenda

Ron Miller added the First Amendment to Loan Agreement to Agenda Item 12.

7. Public Comment

None.

8. Election of Officers

In accordance with IPTLH Bylaws, at each Annual Meeting of the Board, the Directors shall elect officers including Chair of the Board, President, Vice President, and Secretary/Treasurer. The proposed slate of officers is as follows: Kevin Graham, Chair of the Board and President; Tom Allen, Vice President; and David Ramsay, Secretary/Treasurer.

Tom Allen offered a motion to elect the proposed slate of officers. Dave Ramsay seconded the motion which passed unanimously.

9. Approval of Draft Meeting Minutes, June 1, 2020

Tom Allen offered a motion to approve the meeting minutes. Dave Ramsay seconded the motion which passed unanimously.

10. Financial Statements, August 31, 2021

Tom Allen offered a motion to accept the financial statements as presented. Dave Ramsay seconded the motion which passed unanimously.

11. Approval of Bank Resolution

Staff requests the Board's adoption of a bank resolution authorizing the officers of the Board of Governors and the Executive Director to exercise the banking powers for the organization, and approval for the newly elected officers to execute any other forms necessary to transfer administrative powers from the prior officers to the newly elected officers.

Tom Allen offered a motion to adopt the resolution. Dave Ramsay seconded the motion which passed unanimously.

12. American Rescue Plan Act (ARPA) Subaward Agreement

The City of Tallahassee (City) and Leon County (County) have awarded a combined amount of \$150,000, from funds they received under the ARPA Coronavirus State and Local Fiscal Recovery Funds Statute, to Innovation Park TLH, Inc. DBA North Florida Innovation Labs (NFIL) to reimburse expenses for the support of local startup entrepreneurs in accordance with Exhibits A & B of the agreement through September 30, 2023. Some or all expenses for the program may be incurred by the Leon County R&D Authority (LCRDA) for the benefit of NFIL. Staff requests approval to execute the subaward agreement with the City and County, and to execute agreements, as necessary, between NFIL and LCRDA for NFIL's reimbursement of LCRDA's expenses related to fulfillment of the obligations of the award agreement.

Dave Ramsay offered a motion to approve the execution of the subaward agreement and execution of agreements as necessary for reimbursements of award related expenses. Tom Allen seconded the motion which passed unanimously.

13. New Business

None.

14. Adjourn

The meeting adjourned at 1:30pm.

IPTLH, Inc. (iptlh)

Balance Sheet (With Period Change)

Period = Dec 2021

Book = Accrual

		Balance	Beginning	Net
		Current Period	Balance	Change
1000-0000	ASSETS			
1100-0000	CASH			
1110-4000	Cash - Hancock Bank	9,897.43	9,497.43	400.00
1190-0000	TOTAL CASH	9,897.43	9,497.43	400.00
1200-0000	RECEIVABLES			
1210-0000	Accounts Receivable	1,640.00	400.00	1,240.00
1299-0000	TOTAL RECEIVABLES	1,640.00	400.00	1,240.00
1990-0000	TOTAL ASSETS	11,537.43	9,897.43	1,640.00
2000-0000	LIABILITIES and CAPITAL			
2246-0000	Prepaid Rents	100.00	100.00	0.00
2250-0000	Tenant Security Dep	670.00	0.00	670.00
2253-0000	Due to LCRDA	9,560.20	9,560.20	0.00
2490-0000	TOTAL LIABILITIES	10,330.20	9,660.20	670.00
2500-0000	CAPITAL			
2710-0000	Retained Earnings	1,207.23	237.23	970.00
2890-0000	TOTAL CAPITAL	1,207.23	237.23	970.00
2990-0000	TOTAL LIABILITIES and CAPITAL	11,537.43	9,897.43	1,640.00

IPTLH, Inc. (iptlh)

Income Statement

Period = Dec 2021

Book = Accrual

		Period to Date	%	Year to Date	%
3000-0000	INCOME				
3050-0000	INCOME - OPERATING				
3500-0000		770.00	79.38	970.00	54.80
3700-0000		200.00	20.62	800.00	45.20
	Resident Memberships				
	Virtual Memberships				
3990-0000	TOTAL REVENUE	970.00	100.00	1,770.00	100.00
4000-0000	OPERATING EXPENSES				
5116-5000	REPAIR/MAINTENANCE				
7999-0000		970.00	100.00	1,770.00	100.00
	NET INCOME - OPERATING				
9900-0000	NET INCOME	970.00	100.00	1,770.00	100.00



	Services -- Package(s)	Subscription Period	Subscription Fees
<input checked="" type="checkbox"/>	<p>Services: StartupWind Silver Package for 300 users and 5 program cohorts at a price of \$1,500 per month that would be valid for 12 month of the subscription.</p> <p>Capabilities are listed in the Exhibit C.</p>	12 months	\$1,500/month
<input checked="" type="checkbox"/>	<p>Allow 4 named partners to use program cohorts and run their programs. The partners include: Florida A&M University, Florida State University, Domi Station Incubator and Tallahassee Community College. North Florida Innovation Labs as the primary subscriber, will manage the co-ordination with the 4 partners.</p>		\$833.33/month
<input checked="" type="checkbox"/>	<p>Strategic customer and upfront payment discount.</p> <p>As a strategic customer, North Florida Innovation Labs will be a reference for StartupWind, give a testimonial about “why you chose StartupWind” and publish a case study.</p>		-\$833.33/month
<input checked="" type="checkbox"/>	<p>Each additional user beyond 300 users will be charged additional \$2 per user per month. Each additional cohort beyond 5 cohorts will be charged \$2,000 per cohort.</p> <p>Support: Please see Exhibit C for details.</p> <p>Email support at: support@startupwind.com</p>		<p>The first payment installment of \$4,500 will be paid immediately after signing the contract and then the remaining 3 payments of \$4,500 each will be paid on a quarterly basis.</p>
	TOTAL		\$18,000 for 12 month subscription.

EFFECTIVE DATE: Monday, January 17th, 2022

Once this order is signed by Company and StartUpWind (“Order”), the Order together with the attached SaaS Terms and Conditions (“Terms”), and any exhibits attached to the Terms (collectively, this “Agreement”) will constitute a binding agreement between the parties as of the Effective Date. Capitalized terms utilized but not defined in this order are defined in the Terms.

<p>Innovation Park TLH, Inc. DBA North Florida Innovation Labs (“Company”)</p>	<p>StartUpWind, Inc. (“StartUpWind”)</p>
<p>By: Kevin Graham, President</p>	<p>By: Narendra Patil, Founder & CEO</p>
<p>Date: _____</p>	<p>Date: _____</p>
<p>Address: 2051 E. Paul Dirac Dr., Ste. 100, Tallahassee, FL 32310</p>	<p>Address: 11610 Orchard Spring Ct, Cupertino, CA USA</p>
<p>Email: blickson@inn-park.com</p>	<p>Email: naren@startupwind.com</p>
<p>Phone No.: (850) 575-0343 x 103</p>	<p>Phone No.: 1- 408 645 5766</p>



STARTUPWIND SAAS TERMS AND CONDITIONS

This Agreement is the entire agreement of the parties regarding the Services (as defined below) and it includes (a) StartUpWind's standard terms of service located at https://www.startupwind.com/legal/SUW_Terms_Of_Use.htm ("ToS") which are incorporated into this Agreement by reference, and (b) all of the other terms and conditions incorporated into this Agreement by reference. This Agreement supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions, and understandings, written or oral, with respect to the Services and all past dealing or industry custom. In the event of a conflict between the terms of this Agreement and the terms and conditions of the ToS, the terms this of Agreement will govern with respect to the Company.

1. StartUpWind Services.

Packages and Services. StartUpWind provides different packages of services packages as described in the Exhibit C ("Packages"). Each Package, if selected, (a) sets forth the nature of the services to be provided by StartUpWind ("Services"), (b) the period the Services will be provided (each, a "Subscription Period"), (c) the fees for the Services per Subscription Period ("Subscription Fees"), and (d) the applicable support for the Services ("Support"). The Package(s) selected by Company are set forth in the Order and the terms of such Package(s) are incorporated in this Agreement by reference. With respect to the Package(s) selected, StartUpWind grants to Company a nonexclusive, site license, nonpublicable, and nontransferable license to access and use the Services, including granting Company's authorized employees, students, and mentors (each, a "User") the right to access and use the Services. StartUpWind will use commercially reasonable efforts to provide the Services.

Support. StartUpWind will use commercially reasonable efforts to provide the Support.

Professional Services. In the event that Company elects to have StartUpWind perform any other services (collectively, "Professional Services"), the parties will enter into a statement of work ("SOW") governing the provision of such Professional Services. The SOW will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of the SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern. The SOW will include (a) a description of the Professional Services, (b) the schedule for the performance of the Professional Services, and (c) StartUpWind's then-current rates for the performance of the Professional Services.

2. Use Requirements and Acknowledgements.

Service Data. Company grants to StartUpWind a non-exclusive, royalty-free, worldwide, sub-licensable right and license to reproduce, modify, and store all electronic data or information (a) provided by Company to StartUpWind via the Services, or (b) otherwise accessed by the Services ("Service Data") in connection with the Services. StartUpWind will not sell and or share any of the company's data with any third parties."

Upon termination of the contract, StartupWind will give the Company 30 calendar days to transfer demographic data about the users in it's Innovation Network. StartupWind also will give 30 calendar days for all the users that are part of the Company's Innovation Network to request deletion of the data created by them. During these 30 days these users can also copy the data created by them into a private group that is meant for an individual user. The individual users can continue to access their own data from these individual private group on StartupWind as a free individual user subject to the terms within StartupWind ToS. However, upon termination of the contract between StartupWind and the Company these individual users won't have access to the Company's Innovation Network and the paid features that are outlined in Exhibit C.

Passwords. Company is responsible for maintaining the confidentiality of User passwords, IDs, or other credentials and login information (collectively, "Passwords"), and Company agrees that StartUpWind has no liability with respect to the use of any Passwords. Company must notify StartUpWind immediately if Company has reason to believe that the security of Company's account has been compromised or if any of the Services have been accessed by any unauthorized individuals.

Other Data. All other data is addressed in the ToS.

3. Fees and Payment Terms.

Subscription Fees. In exchange for Company's right to use the Services, Company will pay to StartUpWind the Subscription Fees. The Subscription Fees do not include taxes. The Subscription Fees are made up of the fixed annual or monthly payment that is due and payable in advance.

Payment Terms. Company will pay the Subscription Fees for the Services set forth in an Order in accordance with the payment terms set forth in such Order. Unless otherwise set forth in an Order, the initial payment of the Subscription Fees with respect to an Order must be paid by Company within five days of the Effective Date of such Order. Unless StartUpWind states otherwise, all payments must be made (a) in U.S. Dollars and (b) by check or a payment card via an authorized StartUpWind payment processor.

Interest and Additional Terms. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. Company will be responsible for, and will pay all sales and similar taxes on, all license fees and similar fees levied upon the provision of the Services, excluding only taxes based solely on StartUpWind's net income. Notwithstanding any terms to the contrary in this Agreement, (a) StartUpWind will not be obligated to issue any refunds for Subscription Fees paid, and (b) StartUpWind, at its sole discretion, may modify its pricing during any Subscription Period, provided that modifications will only be effective as of the directly subsequent Subscription Period, and (b) StartUpWind, at its sole discretion, may modify its pricing during any Subscription Period, provided that modifications will only be effective as of the directly subsequent Subscription Period.

4. Term, Termination and Effects of Termination.

Term. Unless terminated as set forth in this Agreement, the term of this Agreement will be for the Subscription Period, and thereafter this Agreement will not automatically renew for successive periods equivalent to the length of the Subscription Period (each period referred to as a Subscription Period), unless a party terminates this Agreement by providing the other party with written notice of its desire to terminate this Agreement no less than 60 days prior to the close of the then-current Subscription Period. No refunds will be issued.

Termination. Company may terminate this Agreement, for convenience, at any time with 30 days' advance written notice to StartUpWind, provided, however, that no refunds will be issued and Company will be responsible for all Subscription Fees. Either party may terminate this Agreement, for cause, if the other party breaches this Agreement and does not remedy such breach within 30 days after its receipt of written notice of such breach. Further, notwithstanding any terms to the contrary in this Agreement, StartUpWind may suspend use of the Services (or any portion thereof) without liability if StartUpWind is required by any applicable laws to suspend the Services.

Effects of Termination. Upon any expiration or termination of this Agreement (a) all rights and licenses granted to Company under this Agreement will immediately terminate and (b) Company will immediately pay to StartUpWind all Subscription Fees for the Subscription Period(s) for which Company contracted. Notwithstanding any terms to the contrary in this Agreement, this paragraph and Sections 3, 6, 7, 8, 11 and 12 will survive any termination or expiration of this Agreement.

5. Representations, Warranties and Remedies.

General. Each party represents and warrants that (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation, (b) it has full corporate power and authority to execute, deliver, and perform its obligations under this Agreement, (c) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement, and (d) this Agreement is valid, binding, and enforceable against it in accordance with its terms.

Specific. StartUpWind represents and warrants that (a) it will perform the Support and Professional Services (if any) in a professional and workmanlike manner, and (b) it will use commercially reasonable efforts to provide the Services in accordance with the Service Standards set forth in Section 9. Further, Company represents and warrants that (i) it possesses the necessary rights and consents to grant StartUpWind the rights set forth in this Agreement with respect to the information Company provides with respect to Users (including, but not limited to, name and email address) ("**User Data**"), and (ii) none of the User Data or any other materials provided by Company to StartUpWind will infringe, misappropriate, or violate any Intellectual Property Rights (as defined below), rights of privacy, rights of publicity, or any other rights of any individuals or entities.

6. Disclaimer. EXCEPT AS SET FORTH IN SECTION 5, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS OF ANY KIND (EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

7. Indemnification.

StartUpWind Indemnification. StartUpWind, at its sole expense, will defend Company from and against any and all third-party claims, suits, actions, or proceedings (each a “**Claim**”), and indemnify Company from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest, and disbursements) that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance, and in writing, by StartUpWind resulting from or arising in connection with the exercise of any of the rights granted to Company under Section 1 with respect to (a) the Services infringing any Intellectual Property Rights (as defined below) of any third party, or (b) any negligence or willful misconduct by StartUpWind or any party acting on behalf of StartUpWind. StartUpWind’s indemnification obligations do not extend to Claims arising from or relating to (i) any negligent or willful misconduct of Company or any of Company’s employees, contractors, and/or service providers (collectively, the “**Company Personnel**”) or any third party, (ii) any combination of the Services (or any portion thereof) by any of the Company Personnel or any third party in combination with any equipment, software, data or any other materials, (iii) any modification to the Services by any of the Company Personnel or any third party, (iv) the use of the Services by any of the Company Personnel or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use, or (v) any act or omission of any of the Company Personnel where the infringement would not have occurred but for such act or omission. For the purpose of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyrights, moral rights, trademark rights, trade secret rights, and any other form of Intellectual Property Rights recognized in any jurisdiction, including applications and registrations, for any of the foregoing.

Company Indemnification. Company, at its sole expense, will defend StartUpWind from and against any and all Claims and indemnify StartUpWind from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest, and disbursements) that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance, and in writing, by Company resulting from or arising in connection with the alleged or actual breach of any of Company’s representations or warranties, or any negligence or willful misconduct by Company (including, but not limited to, any of the Users) or any party acting on behalf of Company.

Procedures. The indemnifying party’s indemnification obligations under this Section 7 are conditioned upon the indemnified party: (a) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying party will not alleviate an indemnifying party’s obligations under Section 7 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (b) granting the indemnifying party the option to take sole control of the defense (including granting the indemnifying party the right to select and use counsel of its own choosing), and settlement of the Claim (except that the indemnified party’s prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party’s request and expense, assistance in the defense or settlement of the Claim.

8. Limitation of Liability.

Consequential Damages Waiver. EXCEPT FOR (A) BREACHES OF SECTIONS 10 OR 11, (B) INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OF A PARTY, OR (C) EACH PARTY’S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 7, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

Liability Cap. EXCEPT FOR (A) BREACHES OF SECTIONS 10 OR 11, (B) INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OF A PARTY, OR (C) EACH PARTY’S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 7, EACH PARTY’S ENTIRE LIABILITY TO THE OTHER PARTY WILL NOT EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY COMPANY TO STARTUPWIND DURING THE SUBSCRIPTION PERIOD WITHIN WHICH THE DAMAGES OCCURRED. FURTHER, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, (I) THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF ANY SERVICE LEVEL STANDARDS ARE THE SERVICE CREDIT PROVIDED UNDER THIS AGREEMENT UNLESS SUCH FAILURE IS DUE TO STARTUPWIND’S WILLFUL MISCONDUCT AND (II) STARTUPWIND WILL NOT BE LIABLE FOR ANY DISCLOSURE OF, UNAUTHORIZED USE OF AND/OR UNAUTHORIZED ACCESS TO ANY SERVICE DATA OR OTHER DATA UNLESS SUCH DISCLOSURE, UNAUTHORIZED USE OF AND/OR UNAUTHORIZED ACCESS SOLELY AND DIRECTLY RESULTS FROM STARTUPWIND’S FAILURE TO MEET THE SECURITY STANDARDS (AS DEFINED BELOW).

Failure of Essential Purpose. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. Security Standards and Service Level Standards. StartUpWind will use commercially reasonable efforts to meet the security standards described in Exhibit A. The service levels applicable to the Services as set forth in Exhibit B ("**Service Level Standards**").

10. Confidentiality.

Each party agrees not to disclose the terms and conditions of this Agreement to any third party; provided, however, each party may disclose the terms and conditions of this Agreement (a) in confidence to such party's legal counsel, accountants, banks, financing sources, and their advisors, (b) in confidence in connection with the enforcement of this Agreement or rights under this Agreement, or (c) in confidence in connection with an actual or proposed merger, acquisition or similar transaction.

11. Restrictions. Except as expressly authorized by this Agreement, Company may not (a) modify, disclose, alter, translate, or create derivative works of the Services (or any components thereof), (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the Services (or any components thereof), (c) use the Services to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions, (d) copy, frame, or mirror any part or content of the Services, (e) build a competitive product or service, or copy any features or functions of the Services, (f) interfere with or disrupt the integrity or performance of the Services, (g) attempt to gain unauthorized access to the Services or their related systems or networks, (h) disclose to any third party any performance information or analysis relating to the Services, (i) remove, alter, or obscure any proprietary notices in or on the Services including copyright notices, (j) disclose or make available Passwords that StartUpWind has provided to Company or the Users, or (k) cause or permit any User or third party to do any of the foregoing.

12. General Provisions.

Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The state or federal court in Santa Clara County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement.

Feedback. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Company to StartUpWind with respect to StartUpWind or the Services (collectively, "**Feedback**") will constitute Confidential Information of StartUpWind. Further, StartUpWind will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

Ownership. As between the parties and subject to the grants expressly set forth in this Agreement, StartUpWind, notwithstanding any terms to the contrary in this Agreement, owns all right, title, and interest in and to the Services, the Service Data and StartUpWind Analytic Data (as defined below), together with any and all Intellectual Property Rights embodied in or related to the foregoing.

StartUpWind Analytics. Company acknowledges and agrees that StartUpWind may monitor, collect, use, and store anonymous and aggregate statistics regarding use of the Services and/or any individuals/entities that interact with the Services and any Service Data (collectively, "**StartUpWind Analytic Data**").

Publicity. Company consents to (a) StartUpWind's use of Company's name and logo on the StartUpWind websites and publicly-available printed materials, identifying Company as a customer of StartUpWind and describing Company's use of StartUpWind's products and services, and (b) a press release with respect to Company's use of StartUpWind's products and services.

Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by StartUpWind to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party (a “**Force Majeure Event**”).

Third Party Software. Notwithstanding any terms to the contrary in this Agreement, Company acknowledges and agrees that (a) the Services contain (or otherwise utilize) third party software, and (b) StartUpWind disclaims and make no representations or warranties with respect to such third party software or any portion thereof (and assume no liability for any claim that may arise with respect to such third party software).

Electronic Communications. StartUpWind may choose to electronically deliver all communications with Company, which may include email to the email address Company provides to StartUpWind. StartUpWind’s electronic communications to Company may transmit or convey information about action taken on Company’s request, portions of Company’s request that may be incomplete or require additional explanation, any notices required under applicable law, and any other notices. Company agrees to do business electronically with StartUpWind and to receive electronically all current and future notices, disclosures, communications, and information, and that the aforementioned electronic communications satisfy any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received on the day of receipt as evidenced by such email.

Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by a party, by operation of law or otherwise, without the prior written consent of the other party, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the foregoing, either party may assign this Agreement without other party’s prior written consent to any third party that purchases all or substantially all of such party’s business or assets by merger, acquisition, sale, reorganization, or otherwise. Subject to the other terms and conditions set forth in this provision, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors, and permitted assigns.

Waiver and Severability. A party’s delay or failure to exercise a right or remedy will not result in a waiver of that right or remedy. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable under the governing law, the remaining provisions will remain in full force and effect, and will be construed so as to most nearly reflect the parties’ intent with respect to such provision.

**EXHIBIT A
SECURITY STANDARDS**

1. Data that is transferred between Client and StartupWind UI (User Interface) server is encrypted using SHA-2 certificate by GoDaddy.
2. API requests made by StartupWind UI server to StartupWind backend application server are encoded using base64 with unique salt.
3. API requests made by StartupWind UI server to StartupWind backend application server are sent over HTTPS encrypted using SHA-2 certificate by GoDaddy
4. User authentication is completed by a third party vendor (“**Authentication Vendor**”).
5. HTTPS is used for communication between StartupWind UI server and Authentication Vendor. User passwords are not stored in StartupWind database.
6. StartupWind provides role-based authorization to assets (e.g., business plans) within the applications.

**EXHIBIT B
SERVICE LEVEL STANDARDS**

Service Levels and Credits

The availability goal for the Services is 99.0% or more of the time during any calendar month (subject to the exclusions set forth under the heading “Exclusions” below (the “**Exclusions**”). The availability goal above does not apply to any feature of the Services that StartUpWind identifies as a “beta” feature or service.

If StartUpWind fails to make the Services available 99.0% or more of the time during any calendar month and such failure is not due to any of the Exclusions, Company will be eligible to receive a credit (“**Service Credit**”) calculated as a percentage of the Subscription Fees as set forth below. The Service Credit increase is based on the degree to which StartUpWind has failed to make the Services available 99.00% or more of the time during any calendar month and such failure is not due to any of the Exclusions.

Service Availability	Service Credit
99.00% - 100%	0%
98.00% - 99.01%	1%
Less than 98.00%	2.5%

Service Credit are non-transferable and will be issued in U.S. dollars. To receive a Service Credit, Company must contact StartUpWind in writing within the 30-day period commencing upon StartUpWind’s failure to make the Services available 99.0% or more of the time during any calendar month. Any validated Service Credit will be applied against the next open invoice due to StartUpWind by Company.

Exclusions

- Planned maintenance windows where notice of planned unavailability has been given, via the Platform, at least two business days prior to the outage, unless in the case of emergency changes;
- Force Majeure Events;
- Actions or inactions on Company’s part;
- Events arising from Company’s systems or any Company websites;
- ISP or Internet outages outside of StartUpWind’s control; or
- Outages reasonably deemed necessary by StartUpWind.

Sole Remedy

Notwithstanding any terms to the contrary in this Agreement, the Service Credit is Company’s sole and exclusive remedy for any failure by StartUpWind to make the Services available 99.0% or more of the time during any calendar month where such failure is not due to any of the Exclusions.

**EXHIBIT C
PACKAGES**

STARTUPWIND SILVER PACKAGE

Elements:

- Total 300 users and 5 program cohorts (each competition or accelerator or incubator is one cohort)
- Innovation Network
- Mentoring
- Competitions – Idea & Business Plan competitions
- Ideation & design thinking framework
- Business model canvas & Lean canvas
- StartupWind core online entrepreneurship courses
- Resources – to upload documents for the Company’s Innovation Network
- Allow 4 named partners to use/share Program Cohorts. North Florida Innovation Labs will manage co-ordination with these partners. The partners include: Florida A&M University, Florida State University, Domi Station Incubator and Tallahassee Community College.
- Administrator tools

Support:

- Provide implementation support of creating the specialized school innovation network group
- Provide on-boarding of Users into school innovation network group, provided the school administrators provides an Excel file with the names, email addresses and university affiliations of each such Users.
- Virtual Training sessions:
 - 90 minute comprehensive training session
 - In the event when the virtual training sessions cannot be provided due to scheduling difficulties, StartupWind will provide a recorded videos.
 - StartupWind will also provide weekly office hours (up to 1 hour per week) for the first 4 weeks
 - Email support for the term of the contract
- Provide email support to respond to any questions or issues reported by the Users of the Company.