

PLUGANDPLAY

**Sugar Land Development
Corporation**

Founding Anchor Corporate Membership
Agreement
Smart Cities
Plug and Play Sugar Land

This Founding Anchor Corporate Membership Agreement (“Agreement”) is made effective as of the latest of the dates signed by the Parties (“Effective Date”), by and between the Sugar Land Development Corporation, whose principal office is located at 2700 Town Center Blvd. North, Sugar Land, TX 77479 (hereinafter “CLIENT”) and Plug & Play, LLC (also doing business as “Plug and Play Tech Center”) whose principal office is located at 440 North Wolfe Road, Sunnyvale, , 94085, United States (hereinafter “Plug and Play”). Plug and Play and CLIENT hereinafter jointly referred to as the “Parties” and individually to as the “Party.”

1. CLIENT Findings

By approval of this Agreement, the Board of Directors of CLIENT finds:

- 1.1 That the jobs anticipated to be created or retained in the City of Sugar Land by the Program will be “primary jobs” as defined by Section 501.002(12), Tex. Local Gov’t Code;
- 1.2 That, outside of the professional services to be provided by Plug and Play hereunder, the expenditures made by CLIENT under this Agreement are partially towards the anticipated creation or retention of “primary jobs”, as defined by Section 501.002(12), Tex. Local Gov’t Code;
- 1.3 That job creation within the City of Sugar Land is necessary to the sustained growth, development and economic viability of the City; and
- 1.4 That this Agreement complies with the requirements of Section 510.158, Tex. Local Gov’t Code, that any direct incentives provided to a business enterprise requires a written performance agreement that includes:
 - 1.4.1 A schedule of additional payroll or jobs to be created or retained;
 - 1.4.2 The capital investment to be made; and
 - 1.4.3 The terms of repayment upon default.

2. The Scope of the Agreement

- 2.1. CLIENT is seeking a deeper engagement with Plug and Play to drive business growth opportunities for CLIENT through innovation activities related to partnership, pilots, or investment in startups and establish CLIENT as an innovation leader in the Smart Cities space. 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.

2.2. **Founding Anchor Membership—Plug and Play Sugar Land**

- 2.2.1. The execution of the Agreement will grant CLIENT a status of “Founding Anchor Member” of Smart Cities at Plug and Play Sugar Land.
- 2.2.2. As a Founding Anchor Member, CLIENT will pay the fees described in **Exhibit A** and benefit from the services listed in Section 2.
- 2.2.3. Plug and Play agrees that, unless it receives prior written approval from CLIENT, Plug and Play shall not enter into a Founding Anchor Corporate Membership Agreement or engage in another substantially similar program located within sixty (60) miles of the corporate limits of the City of Sugar Land, Texas with any other Founding Anchor Member during the Term of this Agreement. Plug and Play shall not engage any other public or governmental entity or economic development corporation/organization as an Additional Member in the Program without prior written consent of CLIENT.

3. **Founding Anchor Benefits—Plug and Play Sugar Land**

Plug and Play will establish a startup accelerator program focused on Smart Cities in Sugar Land, Texas. Once established, Plug and Play will accelerate up to two groups of startups per year (each, a "Batch") and provide workshops, mentorship sessions, EXPOs, business development, and investment opportunities to CLIENT in the Smart Cities industry (the "Program"). As a Founding Anchor Member, CLIENT will receive the following:

- 3.1. **Committee Member:** CLIENT will occupy one position on the Advisory Committee in the Program (a "Committee Member"). The "Advisory Committee" consists of CLIENT and the Committee Members from Additional Members) of the Program (if such position is granted to the Additional Member in the agreement between it and Plug and Play) that will guide the trajectory of the Program.
- 3.2. **Program Focus:** CLIENT, as a Committee Member, will have the opportunity to set the technology focus and application call for the Program.
- 3.3. **Elite List:** Plug and Play will complete the initial review and vetting of the applications to select a list of qualified startups to be considered for admittance into the upcoming Batch of the Program (the “Elite List”). Committee Members will receive the Elite List, and from the Elite List Committee Members will vote to select startups to be reviewed at Selection Day.
- 3.4. **Selection Day:** 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 (“Selection Day”).
- 3.5. **Guaranteed Selection:** CLIENT, as a Committee Member, may choose one (1) startup from Selection Day to admit into each Batch of the Program.

- 3.6. EXPOs: "EXPO" takes place at the conclusion of each Batch, 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 one three to five-minute speaking slot. Plug and Play may grant longer speaking engagements depending on topic and speaker.
- 3.7. Batch Report: Plug and Play will provide CLIENT with a report detailing the startups that participated in each Batch (the "Batch Report") no later than thirty (30) days after EXPO for that Batch. The Batch Report will contain the information described in **Exhibit B** attached to this Agreement.
- 3.8. Additional Members:
 - 3.8.1. Plug and Play may, in Plug and Play's discretion, engage with third parties to become a corporate member of the Program by signing an agreement with such third party (each, an "Additional Member"). 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. Payments made by Additional Members in a given Segment of this Agreement will reduce CLIENT's payment obligations to Plug and Play for the following Segment in an amount equal to 50% of the amount received from the Additional Member (the "Credit") with a maximum Credit for any one Segment of \$750,000.
 - 3.8.2. Reporting. Within twenty-four (24) hours 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.
- 3.9. Sourcing and Startup Introductions
 - 3.9.1. 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. Dealflow Sessions are 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.

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

3.9.3. 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.

3.10. Events & Workshops

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

3.10.1. Mentorship Sessions: During the course of each Batch, Plug and Play hosts weekly, one to two hour mentorship sessions with startups, hosted by either a venture capitalist or corporate member. At CLIENT's discretion, CLIENT shall have the opportunity to demonstrate and promote their technology focus areas and engage closely with startups. Plug and Play shall host not fewer than ten (10) mentorship sessions on-site at the Facility or an alternative location within Sugar Land.

3.10.2. 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 Program, members of other programs, and

startups. Plug and Play will host at least 2 community events each quarter. CLIENT may attend any community event during the Term.

3.10.3. 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 Smart Cities industry. Plug and Play may invite CLIENT to internal events relating to other industries in Plug and Play's sole discretion.

3.10.4. 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.

3.11. Community, Branding, and Marketing

3.11.1. 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 Plug and Play's events and in event materials, including, but not limited to, event room screens, event programs, and pop-up banners

3.11.2. 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.

4. Plug and Play Obligations

4.1. Plug and Play shall execute a lease for a facility located within the City limits of the City of Sugar Land, Texas not later than one hundred eighty (180) days after the Effective Date (the "Facility"). Plug and Play shall continue to occupy the Facility or, with prior written consent of CLIENT (which shall not be unreasonably withheld), another facility located within the City of Sugar Land during the remainder of the Term of this Agreement. CLIENT and Plug and Play agree that the lease will be considered a "capital investment" for purposes of Section 501.158 of the Act.

4.2. Plug and Play shall employ not fewer than four (4) Full Time Employees ("FTEs") at the Facility for the Program by the end of the first Segment. "FTE" is defined to mean an employee who regularly works at least 35 hours a week for Plug and Play on-site at the Facility, excluding time taken for holidays, vacations, sick leave, or other regular leave. For the avoidance of doubt, Plug and Play may make all employment decisions, including hiring, firing, compensation and benefits, in Plug and Play's sole discretion.

4.3. Reports.

4.3.1. No later than January 31 following the end of any Segment Plug and Play will certify to CLIENT that it has complied with the terms of this Agreement for the Segment ending the prior December 31 and provide sufficient written information, records, and documents, as fully described on Exhibit B, to support its certification of compliance.

4.3.2. Upon CLIENT's written request, Plug and Play will promptly provide to CLIENT any additional information reasonably necessary for CLIENT to determine if Plug and Play has complied with this Agreement.

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

5.1. 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 Sugar Land 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).

5.2. 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.

5.3. 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.

6. Intellectual Property

6.1. 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.

- 6.2. 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.

7. Confidentiality

- 7.1. 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.
- 7.2. The obligations set forth in the section above shall not apply to any Confidential Information with respect to which each Party can demonstrate:
 - 7.2.1. 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
 - 7.2.2. 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
 - 7.2.3. was legally received from a third party who represents in writing that it was not subject to a confidentiality agreement regarding the information.
- 7.3. 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.

7.4. Notwithstanding anything to the contrary herein, the Parties recognize that CLIENT is subject to the Texas Public Information Act, Chapter 552, Tex. Gov't Code ("Act"). CLIENT agrees to abide by any provision of this Agreement that requires CLIENT not to divulge Confidential Information unless any provision of Federal or State law (including the Act) or judicial order requires the disclosure of the Confidential Information. If CLIENT receives a request for the release of information that is defined as Confidential Information under this Agreement, but CLIENT determines that the information is required to be disclosed by statute or court order, CLIENT shall, if practical, notify Plug and Play of the request and of CLIENT's determination prior to the release of the Confidential Information. In no case shall CLIENT be liable to Plug and Play for the release or disclosure of any information that is defined as Confidential Information under this Agreement if required to be disclosed by statute or court order.

8. Indemnity

Omitted.

9. Limitation of Liability

The liability for either Party under this Agreement shall be limited to the greater of: (1) the total amount of fees paid by Client to Plug and Play; or (2) the amount covered by insurance. and in no event shall either Party be liable to the other Party for any special, incidental, punitive, or consequential damages.

10. Term and Billing

10.1 The term of this Agreement shall commence on the Effective Date, with Segment 1 to begin on January 1, 2025, and shall continue until December 31, 2027 (the "Term"). Each 12-month period of the Term commencing on January 01 is a "Segment."

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

10.3 All of CLIENT's payments to Plug and Play, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this agreement and Chapter 2251 of the Texas Government Code. CLIENT is not liable to Plug and Play for any taxes which the CLIENT is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code).

11. Termination

11.1. This Agreement may be terminated:

11.1.1. At any time upon mutual written consent of both Parties.

11.1.2. By Plug and Play if CLIENT fails to make a payment under this Agreement when the payment is due and does not cure such default within forty-five (45) days of receipt of notice from Plug and Play.

11.1.3. By CLIENT, in its sole discretion, upon:

- a) Appointment of a receiver of Plug and Play, or of all or any substantial part of Plug and Play's property, and the failure of such receiver to be discharged within sixty (60) days thereafter;
- b) The adjudication of Plug and Play as bankrupt;
- c) The filing by Plug and Play of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;
- d) Failure of Plug and Play to launch the Program and Plug and Play does not cure such default within forty-five (45) days of receipt of notice from CLIENT;
- e) Failure of Plug and Play to continue the Program once commenced and Plug and Play does not cure such failure within forty-five (45) days of receipt of notice from CLIENT;
- f) Failure of Plug and Play to enter into a lease for the Facility and does not cure such failure within forty-five (45) days of receipt of notice from CLIENT;
- g) Failure of Plug and Play to occupy the Facility, or another facility within the City of Sugar Land, for the full term of this Agreement. Provided, however, if Play and Plug's occupancy is interrupted during the Term of this Agreement through no fault of its own, such interruption shall be considered an event of force majeure and not a Breach or event of default;
- h) Failure of Plug and Play to maintain the required number of FTEs at the Facility and does not cure such failure within forty-five (45) days of receipt of notice from CLIENT.

11.1.4. Sections 11.1.3 (a) – (h) shall each be defined as a "Breach".

- 11.2. This paragraph is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. Plug and Play will not knowingly employ undocumented workers as that term is defined in Section 2264.001, Tex. Gov. Code as FTE relating to the Program. If Plug and Play is convicted of a violation under 8 U.S.C. Section 1324a (f), the conviction is a breach of this Agreement and the CLIENT's general manager will send Plug and Play written notice that Plug and Play has violated this paragraph and that the Agreement terminates thirty (30) days from the date of the notice.
- 11.3. Effect of Termination. In the event of Plug and Play's Breach of this Agreement, CLIENT may terminate this Agreement, terminate any future payments hereunder, and terminate all further obligations of CLIENT under this Agreement. Further, in the event of Plug and Play's Breach, CLIENT shall be entitled to recover a pro-rated refund of the remainder of the Segment in which Breach occurred. Plug and Play will, within sixty (60) days following termination, reimburse CLIENT. If Plug and Play terminates this Agreement pursuant to Section 11.1.2, Plug and Play shall retain all payments previously paid and cease all services to CLIENT. Plug and Play's obligation to reimburse CLIENT for payments made to Plug and Play if Plug and Play breaches this Agreement survives termination of this Agreement.
- 11.4. CLIENT is funding this Agreement exclusively from economic development sales taxes it receives under the provisions of the Development Corporation Act of 1979, as amended (currently codified as Chapters 501 through 505, Tex. Local Gov't Code.). Should any legal impediment arise during the term of this Agreement, including a change in law, that prevents or prohibits CLIENT from making future incentive payments under this Agreement, either party may terminate this Agreement without further liability to the other.

12. 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, except to the extent detailed in Sections 2.2.3 and 3.7, herein.

13. Notices

Any notice required to be given by one party to the other parties must be given in writing addressed to the parties to be notified at the addresses set forth below: (1) by delivering the notice in person, (2) by depositing the notice in the U. S. Mail, certified or registered, return receipt requested, postage prepaid, (3) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or (4) by sending the notice by email with confirming copy sent by mail. Notice deposited in the U.S. Mail is deemed effective three business days following the date of deposit. Notice given in any other manner is effective when received by the party to be notified. For the purposes of

notice, the addresses of the parties to whom notice is to be given, until changed by given notice to the other as provided herein, is as follows:

Plug & Play, LLC
Attention: Michael Olmstead
Address: 440 North Wolfe Road
Sunnyvale, CA 94085, United States
Email: michael@pnptc.com

Sugar Land Development Corporation
Attention: Director of Economic Development
Address: P.O. Box 110
Sugar Land, Texas 77487-0110
Email: ecodev@sugarlandtx.gov

City Manager
City of Sugar Land, Texas
P. O. Box 110
Sugar Land, Texas 77487-0110
Email: citymgr@sugarlandtx.gov

14. 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.

15. 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) 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.

16. 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 thirty (30) days from the originally agreed upon performance date.

17. 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 Texas without application of its conflict

of law or choice of law rules. Venue for any legal action shall be in the courts of appropriate jurisdiction in Fort Bend County, Texas, with respect to state law, and the United States District Court for the Southern District of Texas, with respect to federal law.

18. 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.

19. 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.

20. Access to Records

Upon CLIENT's request, at CLIENT's expense, and no less than five (5) business days' notice, Plug and Play shall, during normal business hours, allow CLIENT reasonable access as allowed by law to its employment records and books to verify employment and all other relevant records only as such records and information relate to the service under this Agreement, and the confidentiality of such records and information shall be maintained by CLIENT in accordance with the terms of this Agreement.

21. Appropriations and Sales Tax Revenues

IT IS SPECIFICALLY AGREED BY PLUG AND PLAY THAT CLIENT SHALL ONLY BE REQUIRED TO PAY FEES SOLELY OUT OF ITS SALES TAX REVENUE CURRENTLY ALLOCATED AND BUDGETED AND TO BE ALLOCATED, BUDGETED, AND COLLECTED FOR THE PROGRAM DURING THE TERM OF THIS AGREEMENT. PAYMENT BY CLIENT IS STRICTLY LIMITED TO THOSE FUNDS SO ALLOCATED, BUDGETED, AND COLLECTED SOLELY DURING THIS AGREEMENT. CLIENT SHALL USE ITS BEST EFFORTS TO ANTICIPATE ECONOMIC CONDITIONS AND TO BUDGET ACCORDINGLY. HOWEVER, IT IS FURTHER UNDERSTOOD AND AGREED BY PLUG AND PLAY THAT, SHOULD THE ACTUAL TOTAL SALES REVENUE COLLECTED BY CLIENT FOR ANY YEAR BE LESS THAN THE TOTAL AMOUNT OF FEES TO BE PAID BY CLIENT PURSUANT TO THIS AGREEMENT AND ALL OTHER ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENTS FOR THAT YEAR, THEN, IN THAT EVENT, PLUG AND PLAY SHALL RECEIVE ONLY THEIR PRO RATA SHARE OF THE AVAILABLE SALES TAX REVENUE FOR THAT YEAR, LESS CLIENT'S BUDGETED SALARY AND OPERATING EXPENSES, AS COMPARED TO EACH CONTRACTING PARTIES' CONTRACTED PAYMENT AMOUNT FOR

THAT YEAR. IN THIS EVENT, CLIENT SHALL PROVIDE ALL NON-CONFIDENTIAL SUPPORTING DOCUMENTATION AS REASONABLY REQUESTED BY PLUG AND PLAY.

22. Dispute Resolution

If either party disputes any matter relating to this Agreement, the Parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the Parties. The Parties will each pay one-half of the mediator's fees.

23. Survival

Plug and Play's obligations that must be performed after expiration of the Agreement survive expiration of this Agreement.

24. City Authority.

The City of Sugar Land's city manager or any employee authorized by the city manager is authorized to act on behalf of CLIENT in the administration or enforcement of this Agreement.

25. CLIENT Signatory Authority

Approval of this Agreement by the Board of Directors of CLIENT, by motion at a scheduled meeting, authorizes its general manager to execute this agreement on behalf of CLIENT.

26. 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.

27. Exhibits

Exhibit A: Fee Schedule
Exhibit B: Batch Report Requirements

(Signature page follows)

Acknowledged, Accepted and Agreed:

Plug & Play, LLC

Sugar Land Development Corporation

Represented by:

Represented by:

DocuSigned by:
Michael Olmstead
28C7E0361C684FC...

Name: Michael Olmstead

Name:

Title: CRO

Title:

Date: 10/22/2024

Date:

Exhibit A: Fee Schedule

Segment Term	Payment Amount	Milestone Description
Founding Anchor Membership (Smart Cities) - Segment 1 January 1, 2025 – December 31, 2025	\$1,000,000.00	Execution of Agreement
	\$250,000	Delivery of Batch 1 Report to CLIENT
	\$250,000	Delivery of Batch 2 Report to CLIENT
Founding Anchor Membership (Smart Cities) - Segment 2 January 1, 2026 – December 31, 2026	\$500,000	January 1, 2026 – First Day of Segment 2
	\$500,000	Delivery of Batch 3 Report to CLIENT
	\$500,000	Delivery of Batch 4 Report to CLIENT
Founding Anchor Membership (Smart Cities) - Segment 3 January 1, 2027 – December 31, 2027	\$500,000	January 1, 2027 – First Day of Segment 3
	\$500,000	Delivery of Batch 5 Report to CLIENT
	\$500,000	Delivery of Batch 6 Report to CLIENT

Billing, and Tax:

Plug and Play will invoice CLIENT on the date in which the milestone in the “Milestone Description” in the above table has been satisfied, in the amount designated for that Milestone Description, less any Credit as described in Section 3.8.1. Payments made under this Agreement are made in advance and are not refundable except in the event of termination of the Agreement by CLIENT for Plug and Play’s Breach pursuant to Section 11 of the Agreement and as required by Tex. Local Gov’t Code § 501.158(b)(2). CLIENT shall pay Plug and Play no later than 30 days after receipt of an invoice from Plug and Play.

Exhibit B: Batch Report Requirements

Selection Day Report

Number of startups presented
Number of startups selected
Advisory Committee present/voting
Final startups in Batch (Playbook collection with descriptions of each company)

Batch Report

Number of startups accelerated
Number of introductions facilitated by Plug and Play to startups, corporate partners, university partners, and investors
Number of corporate introductions
Number of mentor introductions
Number of events
Number of Investor introductions
Number of Startup & Other Introductions

End of Segment Report

The report described in Section 4.3.1 of the Agreement for the end of each Segment may include, to the extent such information is available:

Number of startups accelerated
Number of introductions facilitated by Plug and Play to startups
To the extent information is received from the startups, Diversity, Equity & Inclusion metrics in Plug and Play's survey:

- Gender - Male, Female, Prefer not to say
- Racial Identity – African, Asian, Black/African American, Hispanic/Latinx, Middle Eastern, Native Hawaiian/Pacific Islander, Indigenous/Native American, White, Prefer not to say
- LGBTQ+
- Immigrant
- Person with Disabilities
- Veteran

Number of workshops & webinars
Number of office hours
Number of pitch events
Total innovation events and # of RSVPs
Funding obtained by startups, subject to confidentiality obligations
Total funding obtained by startups, subject to confidentiality obligations
Number of mentors engaged
Number of investors engaged

Number of events

Corporate participation in each program

Advisory Committee composition

Number of startup/corporate active conversations

Number of startup/corporate NDAs

Number of corporate Dealflow Sessions

Number of Pilots & Proof of Concepts between corporates and startups

List of Investors (Private Equity/Venture Capital), subject to confidentiality obligations