10/9/2018

Rice University -Team Axon Mobile

Oshman Engineering Design Kitchen

6100 Main Street

Houston, TX 77005

<https://southpawac.github.io/NeuralRecorder/>

Dear Benjamin,

RE: CONTINUATION OF ALTIUM SPONSORSHIP OF Rice University - Team Axon Mobile

Altium is delighted to extend the sponsorship agreement (“agreement”) with Rice University - Team Axon Mobile (“Team Axon Mobile”) as set out in this letter.

The Altium vision – unchanged since the Company’s inception – is to break down barriers to innovation and technological advancement in electronics design, and provide every engineer and system designer with easy access to the best possible design solutions. This is the driving force behind why our Company was founded and is still the vision that guides our strategies today and into the future.

This agreement with Team Axon Mobile continues that vision.

**Details of the sponsorship package and benefits with Altium LLC.**

While this agreement is in effect Altium will provide the following to Team Axon Mobile:

* 12 - month Altium Designer licenses as follows: 5 (Five) licenses to the latest version of Altium Designer (OnDemand), which can be used for University - Team Axon Mobile teaching and educational purposes only. After one year, licenses would have to be renewed by Altium under a new arrangement to be negotiated between the two parties.
* Support from Altium, as part of the user rights attached to these licenses, as follows:
* access to Altium’s technical documentation: <https://goo.gl/wXfuYe>
* access to Altium’s technical community forums: <http://forum.live.altium.com/>
* For the period of this agreement, Team Axon Mobile will benefit from free updates and upgrades to Altium Designer as made available from time to time to licensees as part of the benefits attached to these licenses.
* The value of this sponsorship, per the licenses and support outlined above, is set at $*54,450* (USD).

For Altium, the benefits will include (but not be limited to):

* A social media announcement detailing the sponsorship, the general intentions of Team Axon Mobile in its use of Altium Designer, the broader strategic intent behind Altium’s sponsorship, and the broader strategic intent of Team Axon Mobile.
* A media case study at some point in the relationship, typically once Altium Designer has been deployed by Team Axon Mobile. The marketing case study, which includes Team Axon Mobile providing testimonials of the successful implement of Altium Designer at Team Axon Mobile.
* Access to key managers or spokespersons at Team Axon Mobile as required, including for interviews.
* Application of Altium logos to material or other results associated with the use of Altium Designer by Team Axon Mobile.
* Use of Team Axon Mobile and trademarks on Altium website and marketing media. (hi-res Team Axon Mobile logo needs to be supplied to Altium with the submission of this agreement)
* Recognition on Team Axon Mobiles website of Altium as an official sponsor.

For Team Axon Mobile, the benefits will include (but not be limited to):

* Access to Altium Designer licenses as defined in this agreement.
* Rights to free upgrades to new releases of Altium Designer as defined in this agreement.
* Access to Altium support and documentation per this agreement.
* Access to extensive online resources on the Altium website, including training videos, tutorials and technical information.
* Publicity of the project or program as defined in the section above.
* Access to Altium spokespersons or key managers as required, for interviews organized by Team Axon Mobile.
* Publicity on Altium’s website.

In all cases, formal approval by both parties will be gained prior to any publicity or other support activity.

**Miscellaneous**

* This agreement does not create any partnership of any kind. Neither Altium nor Altium’s personnel are agents or employees of Team Axon Mobile. Altium shall not represent or hold itself out to any third party that it acts as an agent, employee or partner of Team Axon Mobile or has any power or authority directly or indirectly to bind Team Axon Mobile.
* This agreement constitutes the entire agreement between the parties and may only be modified by the further written agreement by authorized representatives of both parties. This agreement will be governed by the laws of California, USA, not including its choice of law principles or decisions.
* Team Axon Mobile grants to Altium, its representatives and employees the right to take photographs and video of the team and our project in direct connection with the Altium Sponsorship Program. Team Axon Mobile also authorizes Altium to use and distribute photographs and video related to Altium's Sponsorship Program found on Team Axon Mobile's social media and web pages. Team Axon Mobile also authorizes Altium to use and publish the same in print and/or electronically. Team Axon Mobile agrees that Altium may use such video or photographs for any legal purpose without reference to individuals portrayed therein and Team Axon Mobile agrees to obtain any necessary releases related thereto.

My signature below represents Altium’s agreement to the terms and conditions stated in this letter. Please confirm Team Axon Mobile’s acceptance of this sponsorship agreement by signing and emailing a copy to chris.potts@altium.com.

Our sales and support office in La Jolla, CA, USA will be your first point of contact for access to our software and to support. Contact details are **1-800-488-0681 and support.na@altium.com**.

Altium looks forward to working with you to ensure that you enjoy the maximum benefit from your use of Altium Designer. We wish you every success.

Yours sincerely,



Christopher Potts

Sr. Business Development Manager, Sponsorships

Altium LLC

Acceptance of agreement

Signature

Name:

Title:

University NAME - Team Axon Mobile

**Minor Release Form**

**Please fill-out when applicable.**

**Permission to Use Photograph of a Minor Student Team member**:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, a parent or legal guardian of the above-named student, grant to Altium, its employees and representative the right to take photographs and/or videos of the minor team participant whose name is stated above, any property of such minor team participant in connection with any Altium sponsored team competitions. I authorize Altium, its assigns and transferees to use, copyright, distribute and publish any images of the same in print and/or electronically. I agree that Altium may use such images of above student with or without name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I have read and understand the above:

Printed name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (parent or guardian)

Minor name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_