

22-SEPT-2022

Dear Capt. Joel,
Re: Invoice

Per our SERVICE AGREEMENT between Architecting I/O LLC and RescuNomics LLC dated July 4, 2022, per section 13. MODIFICATION: No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

Per section 4. REPRESENTATIONS AND WARRANTIES, subsections C9ii-C9vii, the following outstanding items are overdue:

- PMP certification \$2,555 (<https://www.pmi.org>)
- Software subscription to Notion premium, our scaled agile development framework used to manage the project (they have been charging my card on file, not yours at a rate of \$10/per person per month; \$50/month).
- Software subscription to Autodesk AutoCAD (\$350/yr), Trimble SketchUp Pro (\$350/yr), and Unity3D Pro (\$1,800/yr).
- Software subscription to ESRI ArcGIS Pro (we were billed for \$1,085).
- Microsoft Windows 10 operating system installed on SSD in custom-built PC (this cost us \$250).
- Google Maps Developer's portal tools, APIs, and plug-ins (we're being billed by them on a monthly basis >\$100 for the Google Maps tools; this needs to be put on Rescunomics LLC's business card, not ours).
- NextNav API key (\$0/month right now, but after commercialization of the Heros app, NextNav will begin to charge a usage fee if we continue to use their code in our app).

EXHIBIT A

- The functional geolocation tracking solution delivered before September 25, 2022 (via annotated source code on GitHub with a READ_ME file).
 - location accuracy on different floors of the building used for field-testing is displayed within 1m accuracy (z-values).
 - lag time of the displayed x, y, z information relative to a smartphone user's physical location does not lag >1-2 seconds.
- 20% of every award RescuNomics receives for the next 4yrs paid to Architecting I/O on the same day it's received by Rescunomics LLC and 20% of any VC, grants, and/or government contracts awarded before July 1, 2026 (per our SERVICES AGREEMENT, The Ion awarded Rescunomics LLC \$7,500 so Architecting I/O LLC requires \$1,500 of that award).
- \$30,000 from Softeq monetary funds (\$15,000 in 2 installments).
- Architecting I/O LLC requires a read-only login ID & PW be provided to Rescunomics LLC's FDIC business bank account before September 1, 2022.

EXHIBIT B

- online PMP certification paid-in-full before August 1, 2022
- 3D rendering software paid-in-full for team to utilize

Per section 5. COMPENSATION, subsections A, B, and C: The Company shall pay in accordance with the terms and conditions set forth in Exhibit A and Exhibit B within 3 days of the invoice. And per section 7. TERM: This agreement will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for such Services (the "Term") by the Company.

	Promised	Paid	Outstanding Balance
SCHEDULED	\$10,000	\$10,000	\$0
SECTION 4	\$6,690 in software, etc.	\$350 for AutoCAD	\$6,340
EXHIBIT A	\$1,500	\$0	\$1,500
SOFTEQ	\$30,000	\$0	\$30,000
		TOTAL	\$37,840

As stated previously, we reluctantly agreed to take you on as a low-budget client because we're passionate about the potential long-terms infrastructural improvements this project will bring statewide as we scale. The late payments you've submitted to us up until now (in the amount of \$10,000), have not been transferred to us in the manner we preferred (via wire transfer or Zelle) and resulted in an unexpected financial burden (taking on debt, high interest rates, etc) Not paying on time results in lower credit scores and a drop in purchasing power, which is why we prefer a financial intermediary be appointed as a Trustee to disburse our payouts to us directly so that there are no future gaps in our scheduled/expected earnings. We have already been lenient with you in regards to this previously. Nevertheless, we are committed to the long-term success of the Hērōs app development project. As of right now, our GitHub is setup with Oluwaseun Kolawole, Ryan Leach, you, and I as Admins. Your login credentials are as follows: <https://www.GitHub.com>

- ID: emmanuel@rescunomics.com
- PW: [REDACTED]

To demo the Hērōs web application from a Chrome browser on your Android smartphone device, simply go to: <https://rescunomics.github.io/heros> (post-link) or <https://leachandryan.github.io/HerosTest> (pre-link).

Ryan Leach and I hope that you will listen to the advice of our Advisors who expressed concern about overseas independent contractors accessing sensitive blueprints, files, and data, belonging to American enterprises and government organizations. As CTO of Rescunomics LLC and as your business partner in the Softeq cohort, I advise you to appoint Ryan Leach as your interim CISO as he is a certified IT professional and U.S. Citizen with Security Clearance who's primary residence is in Austin, Texas.

It's not that we don't want to work with Seun, but to be fair he doesn't follow the industry's best practices (his source code is not annotated and his GitHub does not have any README files; he rarely communicates in the group chat because of the time difference and he hasn't made a single comment or markup on our Notion workspace's scaled agile development framework). Project managers and scrum masters on app development projects are traditionally used to much better communication so they can delegate accordingly.

Sincerely,



Ezra Law

Architecting I/O 1302 Waugh Dr. #700 Houston, TX 77019 ezra@architectingio.com

CONFIDENTIAL

RescuNomics x Architecting I/O

SERVICE AGREEMENT

This Services Agreement (the “Agreement”) is entered into as of June 29, 2022 (the “Effective Date”) by and between Architecting I/O, a Texas LLC (the “Consultant”), Capt. Emmanuel Joel DBA RescuNomics LLC (the “Company,” and together with the Consultant, the “Parties”).

RECITALS

WHEREAS, the Company is engaged in the business of Software for subscription ecommerce and

WHEREAS, the Company wishes to engage the Consultant as an independent contractor for the Company for the purpose of providing the professional services set forth in **Exhibit A** attached hereto and made a part hereof (the “Services”) on the terms and conditions set forth below; and

WHEREAS, the Consultant wishes to provide the Services in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

(A) Of the Consultant. The Consultant agrees to do each of the following:

1. Perform the Services set forth in **Exhibit A** attached hereto; provided, however, that if a conflict exists between this Agreement and any term in **Exhibit A**, the terms in this Agreement shall control.
2. Perform the Services in a professional, good, and workmanlike manner by skilled, competent, and experienced personnel.
3. Communicate with the Company regarding progress the Consultant has made in performing the Services.
4. Share the duty of maintaining accurate records with the Company

(B) Of the Company. The Company agrees to do each of the following:

5. Engage the Consultant as an independent contractor to perform the Services set forth in **Exhibit A** to this Agreement.
6. Provide relevant information to assist the Consultant with the performance of the Services.
7. Satisfy all of the Consultant’s reasonable requests for assistance in its performance of the Services.
8. Share the duty of maintaining accurate records with the Consultant.

2. NATURE OF RELATIONSHIP. (A) Independent Contractor Status. The Consultant agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Consultant is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party. (B) Indemnification of Company by Consultant. The Company has entered into this Agreement in reliance on information provided by the Consultant, including the Consultant's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant and/or the Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Consultant's earnings had the Consultant been on the Consultant's payroll and employed as an employee of the Company.
3. CONFIDENTIAL INFORMATION. The Consultant agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Consultant by the Company, either directly or indirectly. The Consultant may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or authorized representatives or for any other purpose the Company may hereafter authorize in writing.
4. REPRESENTATIONS AND WARRANTIES.
 - (A) The Parties each represent and warrant as follows:
 1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(B) The Consultant hereby represents and warrants as follows:

4. The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
5. The Consultant has the right to perform the Services required by this Agreement at any place or location, and at such times as the Consultant shall determine.
6. The Services shall be performed in accordance with standards prevailing in the Company's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Consultant shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations.
7. The Consultant is responsible for paying all ordinary and necessary expenses of its staff.

(C) The Company hereby represents and warrants as follows:

8. The Company will make timely payments of amounts earned by the Consultant under this Agreement.
9. The Company shall provide such other assistance to the Consultant as it deems reasonable and appropriate.
 - i. Any/all electronic parts or hardware equipment needed shall be paid for in advance by RescuNomics promptly after reviewing our purchase order requests. This includes things such as antennas, computer chips, small electronic components and IMU-related devices.
 - ii. PMP certification course for Consultant (link will be provided).
 - iii. [REDACTED] (link will be provided).
 - iv. Software subscription to Notion premium.
 - v. Software subscriptions to industry-leading 3D CAD applications.
 - vi. Software subscriptions to access the ESRI ArcMap GIS application.
 - vii. If rendering map shapefiles (.shp) and floor plan (.cad) files using equipment available at the Ion Labs takes an unreasonable amount of time and the computers crash, then parts to build a new PC will have to be purchased online with the proper graphics cards and memory capable of rendering large files without delay. This computer would be the property of the Company and not the Consultant. The Company agrees to only use the computer strictly for GIS and CAD applications.
10. The Company acknowledges that Consultant's ability to provide the Services as described in Exhibit A may be affected if the Company does not provide reasonable assistance.

5. COMPENSATION.

(A) Terms and Conditions. The Company shall pay the Consultant in accordance with the terms and conditions set forth in **Exhibit A**.

(B) Timing of Payment. Payments shall be made to the Consultant within 3 (three) days of the Company's receipt of the Consultant's invoice. Payments shall be made per schedule laid out in **Exhibit A**.

(C) No Other Compensation. The compensation set out above shall be the Consultant's sole compensation under this Agreement, except which is explicitly stated in **Exhibit B**.

(D) Expenses. Any expenses incurred by the Consultant in the performance of this Agreement shall be the Consultant's sole responsibility except for those which are explicitly mentioned herein this Service Agreement, **Exhibit A**, and **Exhibit B**.

(E) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Company shall have no obligation to pay or withhold any sums for such taxes.

6. WORK FOR HIRE. The Consultant expressly acknowledges and agrees that any work prepared by the Consultant under this Agreement shall be considered "work for hire" and the exclusive property of the Company upon full payment for services rendered unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, the Consultant hereby assigns to the Company all of its right, title, and interest in and to such work. The Consultant shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company's expense, copyright applications, assignments, and other documents required for the protection of the Company's rights to such materials.

7. TERM. This Agreement shall become effective as of September 14, 2015 and, unless otherwise terminated in accordance with the provisions of Section 9 of this Agreement, will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for such Services (the "Term").

8. TERMINATION.

This Agreement may be terminated:

(A) By either Party on provision of 14 (fourteen) days written notice to the other Party, with or without cause.

(B) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within 14 (fourteen) days of receipt of written notice thereof.

(C) By the Company at any time and without prior notice, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this Agreement. Following the termination of this Agreement for any reason, the Company shall promptly pay the Consultant according to the terms of Exhibit A for Services rendered before the effective date of the termination. The Consultant acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

9. INDEMNIFICATION.

(A) Of Company by Consultant. The Consultant shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicenses, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Consultant arising from or connected with Consultant's carrying out of its duties under this Agreement, or (ii) the Consultant's breach of any of its obligations, agreements, or duties under this Agreement.

(B) Of Consultant by Company. The Company shall indemnify and hold harmless the Consultant from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Company's operation of its business, (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Company's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Consultant.

10. LIMITATIONS ON LIABILITY.

(A) Disclaimer of Consequential Damages. Notwithstanding anything to the contrary contained in this Agreement, the Consultant will not, under any circumstances, be liable to customer for consequential, incidental, special, or exemplary damages arising out of or related to the transaction contemplated under this Agreement, including, but not limited to lost profits or loss of business, even if the Consultant is apprised of the likelihood of such damages occurring.

(B) Cap on Liability. Under no circumstances will the Consultants total liability of all kinds arising out of or related to this Agreement (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, or

otherwise, exceed the total amount paid by the Company to the Consultant under applicable Services (determined as of the date of any final judgment in an action).

11. AGREEMENT TO ARBITRATE DISPUTES Any action to enforce or interpret this Agreement, or to resolve disputes over this Agreement between the Company and the Consultant will be settled by expedited arbitration in accordance with the rules of the American Arbitration Association. Arbitration will be the exclusive dispute resolution process and the Parties agree to submit to arbitration in the State of Texas. Any party may commence arbitration by sending a written demand for arbitration to the other Party. The demand will set forth the nature of the matter to be resolved by arbitration. The Arbitration will take place in Austin or Houston, TX. The substantive law of the State of Texas will be applied by the arbitrator to the resolution of the dispute. The Parties will share equally all initial costs of arbitration. The prevailing party will be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator will be final, binding, and conclusive on all Parties. Judgment may be entered on any such decision in accordance with applicable law in any court having jurisdiction of it. The arbitrator (if permitted under applicable law) or the court may issue a writ of execution to enforce the arbitrator's decision.
12. NON-SOLICITATION AND NON-CIRCUMVENTION. Each party agrees that, for a period of three years from the date post termination of this Agreement, it will not, directly or indirectly, solicit for employment or hire, in any capacity, any employee of the other party, any of its contractors, any employees of its contractors or affiliates. Each party agrees that, for a period of three years from the date post termination of this Agreement, it will not, directly or indirectly, solicit any clients or client prospects that have been introduced to the other party or any of its affiliates; and in addition will not circumvent the other party in any business dealings originated or initiated by the other party with respect to a client, prospective client or business contact. Both parties agree not to take or allow any action during the term of this Agreement that has the effect of circumventing the terms of this Agreement, it being the intent of the parties that each abide by both the letter and the spirit of the terms of this Agreement.
13. MODIFICATION. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
14. SUCCESSORS AND ASSIGNS. All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.
15. FORCE MAJEURE. A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as

practicable: (A) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and (B) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

16. NOTICE. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Company: RescuNomics, LLC
9101 Lipan Road
Houston, TX 77063

OR Email: emmanuel@rescunomics.com

If to the Consultant: Architecting I/O LLC
1302 Waugh Dr. #700
Houston, TX 77019

OR Email: ezra@architectingio.com

17. COUNTERPARTS/ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
18. SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
19. ENTIRE AGREEMENT. This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.
20. HEADINGS. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Architecting I/O

Name: Ezra Law

Title/Position: CEO

Signature: Ezra Law

Date: July 2, 2022

Emmanuel Joel

DBA RescuNomics

Title/Position: CEO

Signature: 

Date: July 2, 2022

EXHIBIT A

DUTIES & SPECIFICATIONS

A. DUTIES.

The Consultant will perform the following: Software development work and hardware electronics engineering work as specified in the breakdown below.

B. SPECIFICATION.

As full compensation for the Services rendered pursuant to this Agreement, the Company shall pay the Consultant per the schedule below:

Payment Schedule:

\$10,000 for the tracking function that works with the web-based application & measures within 1m of e/a IMU on-site (lag time of <2secs for the displayed XYZ point onscreen and XYZ point IRL).

Payout schedule:

\$1,000 July 2, 2022

\$2,000 July 7, 2022

\$3,500 August 1, 2022

\$3,500 August 15, 2022

Time off:

July 1-7, 2022

August 7-14, 2022

Project completion date:

September 1, 2022

Bonus: If the functional tracking solution is successfully integrated with the app on or before September 25, 2022, these 3 additional monetary benefits would apply:

- A) 20% of every award RescuNomics receives for the next 4 years (paid to Architecting on the same day it's received by RescuNomics), including but not limited to:
 - a) Softec HTX accelerator \$30,000 in 2 installments of \$15,000/each.
 - b) Sputnik ATX accelerator \$20,000 in 1 installment paid the same day it's received.
 - c) \$2,000 worth of AWS credit paid before October 1, 2022.
 - d) 20% of any VC, grants, and/or government contracts announced on or before July 1, 2026.
- B) 5% equity vested over 4 years at 1.25%/year with the guarantee that our ownership stake will be among the first to be paid out in full in any future *partial* acquisition of the Company wherein the valuation *must* exceed \$2M.
 - a) At a \$2M valuation, we receive \$100K *before* the Company receives the remaining \$1,900,000. Initial: EJ
 - b) If an investor wants to invest in RescuNomics and wants 20% of your Company at a \$2M valuation, we get paid our 5% (\$100K) *then* you receive your \$300K investment. Initial: EJ
 - c) After Architecting I/O is fully-vested, we want our ownership stake of 5% documented with the Texas Secretary of State. Initial: EJ
 - d) We are able to sell our share of RescuNomics after July 1, 2026 for any amount over \$50K to any interested buyer if the Company is not acquired before July 1, 2026, with RescuNomics given the 1st Right of Refusal to buy back before anyone else. Initial: EJ
 - e) In the event Architecting I/O is acquired before RescuNomics, the ownership stake reverts to CEO Ezra Law. Initial: EJ
- C) \$1,500/month for 4 months from the Sputnik ATX accelerator (August - November 2022), regardless of attendance.

Architecting I/O independent contractors are *not* entitled to any income RescuNomics receives from individual app users, but to ensure we are being compensated according to these agreed-upon T&Cs, we require a read-only username and password to the Company's business bank account, which your banker will provide you upon request. We may use this unique ID & PW to occasionally view your Company account in the event we believe there is a discrepancy in the funds you send us. This information must be provided in a timely manner on or before September 1, 2022 to an Architecting I/O employee:

FDIC Bank website: _____
Read-Only online ID: _____
Password to Read-Only username: _____

Payment shall be made to the Consultant within <1 day of the Company receiving the funds. Invoices will be billed out per schedule above if funds are not received in a timely fashion. Initial: EJ

Payment shall be made through one of the following options:

Option 1 - ACH Transfer

USAA
Ezra Law, CEO Architecting I/O
Routing # 314074269
Acct # 0208717277

Option 2 - Wire Transfer

USAA
Ezra Law, CEO Architecting I/O
Routing # 314074269
Acct # 0208717277

Option 3 – Paper check issued same day

Check made payable to Architecting I/O
Deliver to: Architecting I/O
1302 Waugh Dr., Suite 700
Houston, TX 77019
AND email ezra@architectingio.com with the details.

Option 4 – PayPal

User ID: lawezra
Registered E-mail: ezralaw2@gmail.com
Registered Phone # 703-220-4844

For problems, contact: Ashok Jadhav aj@architectingio.com

I. Project Overview

The RescuNomics software and hardware development project includes the development of a code-based solution that measures the location of smartphones with IMUs within buildings.

II. MVP Functionalities

1. Points (X, Y, Z) measure within 1m of e/a IMU on-site.
2. The lag time of each of the displayed (X, Y, Z) points on screen and (X, Y, Z) points IRL is less than or equal to 2s.

III. Scope of Work

- A. The smartphones tested in the field all have built-in IMUs.
- B. GPS tracking requires satellite signals, but inside buildings, the use of IMUs with accelerometer/gyroscope ICs will be needed to calculate the position of each smartphone.
- C. Dual modular redundancy will be employed to ensure measurements recorded and displayed on floor plans are accurate to within +/- 3ft.

IV. Integration

- A. Our code conforms to the Company's preexisting GitHub program and is annotated with a READ_ME file.
- B. Our team shall adhere to best practices in a scaled agile development framework that utilizes kanban boards for the scrum master to measure progress and conform to the deadline.
- C. After initial deployment, the engineering team should adhere to WSJF industry standards for SAFe to update features and fix any bugs.

V. QA

Last day prior to deployment, Capt. Emmanuel Joel should come to/from the Architecting I/O development HQ to oversee and beta test the final product forming and make sure the following items on the checklist are functioning properly:

1. Location accuracy on different floors of the building used for field-testing.
2. Lag time of the displayed information relative to the physical location of an individual IMU.

IX. Deliverables

A. It is understood that Architecting I/O independent contractors relinquishes the complete source code to RescuNomics GitHub and that it remains the intellectual property of the Company.

i. Deliverables include:

1. SRS Software Requirements Specification
2. Complete Source Code on GitHub
3. Project Plan managed in typical PMP standard fashion
4. Development Documentation with source code annotated
5. Database Diagram illustrating AWS integration
6. Help Manual will be the READ_ME file on the RescuNomics company GitHub
7. Deployment Support
 - a. It should be kindly noted by the client that Architecting I/O provides training and support to the client upon completion of the work provided. This will include the support to resolve only the bugs arising in the software application. A new feature or change in a feature will not be considered here unless it is malfunctioning. In case of any reported bugs, the client kindly asks Architecting to resolve the code within 24-48hours.
 - b. Any bugs, malfunction or error found within 90 days of project deployment to the general public will be fixed free of charge provided that the scope of work does not fall outside the initially agreed-upon requirements or constitute a major functional modification in order to satisfy the working application.

[SIGNATURE PAGE FOLLOWS]

By signing below, the Parties agree to comply with all of the requirements contained in this **Exhibit A**.

Architecting I/O

Name: Ezra Law

Title/Position: CEO

Signature: Ezra Law

Date: July 2, 2022

RescuNomics

Name: Emmanuel Joel

Title/Position: CEO

Signature: Emmanuel Joel

Date: July 2, 2022

EXHIBIT B

Important Milestones:

- [] Signed contract & initial deposit received before July 3, 2022 in Architecting I/O's account.
- [] Team meeting on July 7, 2022 with top VA and Electronics Engineer to present findings (Notion Project Kick Off with Seun and Afras).
- [] July 7th - July 14th (research and purchase any components necessary to test our hardware solution within the Ion building).
- [] By August 1st, 4-hr. PMP online course renewed with certificate paid for by Capt. Joel
- [] By August 1st, a realistic timeline with project deadlines laid out over the next 4 weeks.
- [] Aug 1 - 7th: Run field tests to determine the coefficient of error.
- [] August 7th - 15th : Ezra out-of-town on business
- [] August 15th - Sept. 1, 2022: Business as usual (40hrs./week per person dedicated to project success)
- [] Indiana: video demoing prototype tracking the smartphones of Firefighters inside buildings.
- [] By September 1st: Prepay for PCB course for Architecting I/O certification.
- [] Q4 (Sept.30th 1 - Oct. 1, We should be filming the tracking demo by Sept. 30th. for presentation to Indiana on Oct. 3rd.
- [] Our Hardware solution indicating +/-1m measurements and device specs are tested and tried before Sept. 25th, 2022.
- [] \$5K bonus upon accurate field readings to Architecting I/O (+/- 1m)
- [] Capt. Joel agrees to purchase 3D rendering software for the team to utilize
- [] Q4 2022: Bonus of \$5K for Architecting I/O upon delivery of commercial Ad feat. 3D buildings displayed on screen
- [] Vesting Agreement of 5% awarded to Architecting I/O with the shared goal of selling RescuNomics before the 5-year mark of the Parties' partnership.
- [] Network with county officials throughout partnership to coordinate the bulk-purchase orders of government contracts for RescuNomics products & services.