

LEASE AGREEMENT

BY AND BETWEEN

**THE UNIVERSITY OF MISSISSIPPI RESEARCH FOUNDATION, INC.,
A MISSISSIPPI NON-PROFIT CORPORATION,
AS LANDLORD**

AND

**BIG DATA DOLPHINS LTD
AS TENANT**

**ELDON INSURANCE SERVICES LIMITED,
AS GUARANTOR**

Dated: February 5, 2018

BASIC LEASE PROVISIONS

The following is a summary of some of the Basic Provisions of the Lease. In the event of any conflict between the terms of these Basic Lease Provisions and the relevant Sections of the Lease, the Lease shall control.

- | | |
|----------------------|--|
| 1. Building | The Innovation Hub
Insight Park
850 Insight Park Avenue
University, Mississippi 38677 |
| 2. Premises | |
| Suite: | 153 and second floor space |
| Floor: | first and second |
| 3. Term | 48 months |
| 4. Annual Gross Rent | \$78,000/yr., \$6500/mo. 3% escalation each yrs. 3 – 4 |
| 5. Security Deposit: | \$ 6500.00 |

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called the "Lease") is made and entered into this 5th day of February, 2018, by and between UNIVERSITY OF MISSISSIPPI RESEARCH FOUNDATION, INC., a Mississippi non-profit corporation (hereinafter called "Landlord"); and BIG DATA DOLPHINS LTD (hereinafter called "Tenant"). ELDON INSURANCE SERVICES LIMITED ("Guarantor") enters into this Lease to agree to the guaranty provided in Section 22 and to acknowledge the other provisions hereof.

RECITALS:

WHEREAS, The University of Mississippi, a body corporate under the laws of the State of Mississippi (the "Owner"), is the fee simple owner of certain real property located in Lafayette County, Mississippi as further described on Exhibit "A" attached hereto (the "Property").

WHEREAS, pursuant to that certain Lease Agreement dated as of April 15, 2010, Owner has leased to Landlord a certain 4.98-acre parcel of the Property and the Landlord has constructed thereon one or more buildings and office park, together with any and all improvements now or hereafter located thereon and together with any additional land and/or buildings which Landlord hereinafter acquires and makes a part thereof to be known as "Insight Park" (the "Project"). The Project is subject to that certain Development Agreement by and between the Landlord and the Owner dated as of September 14, 2011 and that certain Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements (the "Declaration") recorded at Book 2011, Page 07001, in the office of the Chancery Clerk of Lafayette County, Mississippi, which Declaration provides the rules, regulations, covenants, conditions, restrictions, reservations and easements governing the operation of the Project, this Lease, Landlord's lease of the Property to Tenant and Tenant's lease of the Property from Landlord.

WHEREAS, the Landlord desires to lease to Tenant and Tenant desires to lease from Landlord certain space in the Project pursuant to the terms and conditions provided herein.

NOW THEREFORE, the parties hereby agree as follows:

1. **Premises/Rent/Construction of Premises:**

Landlord does hereby rent and lease to Tenant and Tenant does hereby rent and lease from Landlord the following described space (hereinafter called the "Premises"):

Suite(s) 153 and the space on Floor 2 East Wing as shown on the attached plan in Exhibit
D

Lease Term:

Tenant shall have and hold the Premises for a term ("Term") commencing on the date (the "Commencement Date") which is June 1, 2018 and shall terminate June 30, 2022, unless sooner terminated or extended as hereinafter provided.

Gross Annual Rent:

Tenant shall pay to Landlord, at 850 Insight Park Avenue, University, MS 38677, Attention: Insight Park Director or IC Manager or Director, or at such other place as Landlord shall designate in writing to Tenant, annual gross rent ("Gross Rent") of \$78,000 per year (\$6,500 per month). Commencing in the 25th month, such Gross Rent shall increase by 3% and shall increase by an additional 3% each twelve-month period thereafter. The term "Lease Year," as used in the Basic Lease Provisions, shall mean the first twelve month period commencing on the Rent Commencement Date; provided, however, if the Rent Commencement Date occurs other than on the first day of a calendar month the lease period shall be that partial month plus the first full twelve (12) months thereafter.

Construction of Premises

Landlord shall construct the buildout of the Premises in accordance with the work list attached hereto as Exhibit C-1 in an amount not to exceed \$200,000, with approximately \$100,000 to be received in a grant from the Mississippi Development Authority and an additional, not to exceed, \$100,000 to be paid by Landlord directly (the "Construction Allowance").

Notwithstanding any language herein to the contrary, in the event of a default or early termination by Tenant which results in the termination of this Lease, in addition to those remedies set forth in Section 9, Tenant shall reimburse to Landlord that amount equal to the then unamortized portion of the Construction Allowance of \$100,000 paid by Landlord to be amortized over four (4) years on a straight line basis.

2. **Rent Payment:**

The Gross Rent for each Lease Year shall be payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever, except as may be expressly provided in this Lease. One full monthly installment of Gross Rent shall be due and payable on the date of execution of this Lease by Tenant for the first month's Gross Rent. If the Rent Commencement Date should be a date other than the first day of a calendar month, the monthly Gross Rent installment paid on the date of execution of this Lease by Tenant shall be prorated to that partial calendar month and Tenant shall receive a credit against the following month's rent for such prorated amount due Tenant. A like monthly installment of Gross Rent shall be due and payable on or before the first day of each calendar month following the Rent Commencement Date during the Term hereof. Tenant shall pay, as additional rent, all other sums due from Tenant under this Lease (e.g. interest and fees) ("Additional Rent") (the term "Rent," as used herein, means all Gross Rent, Additional Rent and all other amounts payable

hereunder from Tenant to Landlord).

3. **Late Payment.**

Notwithstanding the other remedies provided herein for the late payment of rent, if any monthly installment of Rent is not received by Landlord on or before the date due, or if any payment due Landlord by Tenant which does not have a scheduled due date is not received by Landlord on or before the fifth (5th) business day following the date Tenant was invoiced, or if any checks for Rent are returned unpaid for any reason, an interest charge of four percent (4%) percent per annum on such past due amount shall accrue from the due date until payment and shall be payable as Additional Rent;

4. **Partial Payment.**

No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

5. **Security Deposit:**

Not later than two weeks prior to the Rent Commencement Date, Tenant shall pay Landlord the sum of \$6,500.00 (hereinafter referred to as "Security Deposit") as evidence of good faith on the part of Tenant in the fulfillment of the terms of this Lease, which shall be held by the Landlord during the Term of this Lease, or any renewal thereof. Under no circumstances will Tenant be entitled to any interest on the Security Deposit. The Security Deposit may be used by Landlord, at its discretion, to apply to any amount owing to Landlord hereunder, to pay the expenses of repairing any damage to the Premises or any other expense or liability caused by Tenant. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand, in immediately available funds, the amount so applied in order to restore the Security Deposit to its original amount. In addition to any other rights available to Landlord hereunder, the Security Deposit shall be forfeited in any event if Tenant fails to occupy the Premises as Tenant for the full term of this Lease, or if this Lease should for any reason whatsoever be terminated prior to the normal Expiration Date of the original term, or of any renewal thereof. If there are no payments to be made from the Security Deposit as set out in this paragraph, or if there is any balance of the Security Deposit remaining after all payments have been made, the Security Deposit, or such balance thereof remaining, will be refunded to the Tenant within thirty (30) days after fulfillment by Tenant of all obligations hereunder. In no event shall Tenant be entitled to apply the Security Deposit to any Rent due hereunder. In the event of an act of bankruptcy by or insolvency of Tenant, or the appointment of a receiver for Tenant or a general assignment for the benefit of Tenant's creditors, then the Security Deposit shall be deemed immediately assigned to Landlord. The right to retain the Security Deposit shall be in addition and not alternative to Landlord's other remedies under this Lease or as may be provided by law

and shall not be affected by summary proceedings or other proceedings to recover possession of the Premises. Upon sale or conveyance of the Building, Landlord may transfer or assign the Security Deposit to any new owner of the Premises, and upon such transfer all liability of Landlord for the Security Deposit shall terminate. Landlord shall be entitled to commingle the Security Deposit with its other funds.

6. Use of Premises.

Tenant shall use and occupy the Premises for general office purposes of a type customary for first-class office buildings or for laboratory purposes for designated wet or dry laboratories for laboratory purposes of a type customary for first-class scientific laboratory buildings and for no other purpose, all in accordance with the Declaration. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises or the Building, nor in any manner inconsistent with the first-class nature of the Building. If, by reason of acts of Tenant, there is any increase in rate of such insurance on the Building or contents created by Tenant's acts or conduct of business, then Tenant hereby agrees to pay such increase.

7. Rules and Regulations.

The Building rules and regulations, annexed hereto, and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the government and management of said Building, are hereby made a part of this Lease and shall, during the said term, be observed and performed by Tenant, his agents, employees and invitees.

The Landlord has the discretion to change the Building rules and regulations or adopt new Building rules and regulations at any time. Notice of any changes will be provided to the Tenant.

If a discrepancy arises between the Lease and the Building rules and regulations, the Lease will control and override the Building rules and regulations.

8. Default.

If Tenant shall default in the payment of Rent herein reserved when due and fails to cure such default within five (5) business days; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after written notice of such default is given to Tenant by Landlord or, if such default cannot be cured within thirty (30) days, Tenant shall not be in default if Tenant promptly commences and diligently proceeds the cure to completion as soon as possible and in all events within ninety (90) days; or if Tenant is adjudicated a bankrupt; or if a permanent receiver is appointed for Tenant's Property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof, is, or is proposed to be,

reduced or payment thereof deferred; or if Tenant's effects should be levied upon or attached and such levy or attachment is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or, if Tenant is an individual, in the event of the death of the individual and the failure of the executor, administrator or personal representative of the estate of the deceased individual to have assigned the Lease within three (3) months after the death to an assignee approved by Landlord; then, and in any of said events, Landlord, at its option, may exercise any or all of the remedies set forth in Section 11 below.

9. **Remedies.**

Upon the occurrence of any default set forth in Section 8 above which is not cured by Tenant within the applicable cure period provided therein, if any, Landlord may exercise all or any of the following remedies:

a. terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender, Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor;

b. terminate this Lease as provided in the immediately preceding subsection and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including without limitation, the then present value of (i) the total Rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the Expiration Date of the term as originally scheduled hereunder, minus (ii) the aggregate reasonable rental value of the Premises for the same period (as determined by a real estate broker licensed in Mississippi, who has at least ten (10) years experience, immediately prior to the date in question evaluating commercial office space, taking into account all relevant factors including, without limitation, the length of the remaining Term, the then current market conditions in the general area, the likelihood of reletting for a period equal to the remainder of the Term, net effective rates then being obtained by landlords for similar type space in similar buildings in the general area, vacancy levels in the general area, current levels of new construction in the general area and how that would affect vacancy and rental rates during the period equal to the remainder of the Term and inflation), plus (iii) the costs of recovering the Premises, and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorneys' fees, plus (iv) the unpaid Rent earned as of the date of termination, plus interest, all of which sum shall be immediately due and payable by Tenant to Landlord;

c. without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Premises and re-let the Premises, or a portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem reasonably necessary or desirable. Upon any such re-letting, all rentals

received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the term of this Lease and Tenant shall pay any deficiency between the remaining Rent due hereunder and the amount received by such re-letting as and when due hereunder;

- d. pursue such other remedies as are available at law or in equity.

10. **Services.**

Building services will generally be available at all times, but Landlord shall provide maintenance of Building utilities and systems during the normal business hours except as noted:

- a. Elevator service for passenger and delivery needs;
- b. Air conditioning sufficient to cool the Premises and heat sufficient to warm the Premises to maintain, in Landlord's reasonable judgment, comfortable temperatures in the Premises, subject to governmental regulations and then existing Building capacities;
- c. Hot and cold running water for all restrooms and lavatories;
- d. Janitorial, cleaning and security services at times established by the Landlord for the Building in keeping with the standards generally maintained in similar office buildings in the Oxford, Mississippi area; and to include soap, paper towels, and toilet tissue for public restrooms;
- e. Electrical and mechanical maintenance services are provided Monday through Friday;
- f. Electric power for lighting and outlets not in excess of a total of 3 watts per usable square foot of the Premises at 100% connected load, subject to governmental regulations and then existing Building capacities;
- g. Replacement of Building standard lamps and ballasts as needed; and;
- h. General management, including supervision, inspections, recordkeeping, accounting, leasing and related management functions.

The Landlord shall pay all costs in connection with the provision of the services and utilities to and from the Premises; provided however, Tenant shall have no right to any services in excess of those provided herein and as limited herein. If Tenant uses services in an amount or for a period in excess of that provided for herein, then Landlord reserves the right to: (i) charge Tenant as Additional Rent hereunder a reasonable sum as reimbursement for the direct cost of such added services (plus a reasonable administrative charge with respect thereto); (ii) charge Tenant for the cost of any additional equipment or facilities or modifications thereto necessary to provide the additional services; and/or (iii) to discontinue providing such excess services to Tenant;

Landlord shall not be liable for any damages directly or indirectly resulting from the interruption in any of the services described above, nor shall any such interruption entitle Tenant to any abatement of Rent or any right to terminate this Lease. Landlord shall use all reasonable efforts to furnish uninterrupted services as required above;

The Landlord grants the Tenant the right to enter any Common Areas for purposes of accessing the Premises or for using such areas which have been designated by the Landlord for the use and enjoyment of lessees.

11. Parking

No rights to specific parking spaces are granted under this Lease. Landlord reserves the rights to build improvements upon, reduce the size of, relocate, reconfigure, eliminate, and/or make alterations or additions to such parking facilities at any time. Landlord may designate visitor parking spaces. The parking lot and vehicle use are subject to the most recently issued University of Mississippi Parking and Traffic Rules and Regulations. All issues pertaining to vehicle registration and fees must be directed to the University Police and Campus Safety Department Parking Services Office ("Parking Services"). Parking Services may impose fines for Tenant or Tenant's employees parking in visitor parking spaces. Landlord can impose fines for parking fees not paid by Tenant to Parking Services. Tenant must obtain prior written approval from the Landlord and agree to pay any assigned and reasonable fees to consume electric power from the parking lot plug-in power poles.

12. Maintenance.

Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to the Premises, except as set forth in this Lease. Except for damage caused by casualty and condemnation, and subject to normal wear and tear, Landlord shall maintain in good repair the exterior walls, roof, common areas, foundation, structural portions and the Building's mechanical, electrical, plumbing and HVAC systems (but not any special or supplemental systems installed by or on behalf of Tenant), provided such repairs are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant.

Tenant shall, at its own cost and expense, maintain the Premises in good repair and in a neat and clean condition, including making all necessary repairs and replacements, except to the extent that those repairs or replacements are occasioned by the Landlord, Landlord's invitees or anyone in the employ or control of the Landlord, or are covered by the Landlord's Building insurance. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions (such consent not to be unreasonably withheld or delayed). Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by the moving of any Property into or out of the Premises. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs and replacements and the

costs of such repair or replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the monthly installment of Gross Rent next due hereunder. Further, Tenant agrees:

a. that it will not commit or allow any waste or damage to be committed on any portion of the Premises, and shall, at the termination of this Lease by lapse of time or otherwise, return the Premises to Landlord in as good condition as such Premises were in on the Rent Commencement Date, ordinary wear and tear excepted, and upon termination of this Lease, Landlord shall have the right to re-enter and resume possession of the Premises;

b. that any special wiring installed for or by Tenant, including, but not limited to, cable and conduits, shall be removed at Tenant's expense within seven (7) days of the expiration of this Lease, but only if such removal is requested by Landlord;

c. that Tenant shall not lay linoleum, tile, carpet or any other floor covering without Landlord's prior written approval. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by Tenant;

d. that if Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instruction with respect to their installation; and

e. that Tenant will be responsible for any damage to the Premises, including carpeting and flooring, as a result of: rust or corrosion of file cabinets, roller chairs, metal objects, or spills of any type of liquid.

13. **Signs.**

Tenant shall not paint or place signs, placards, or other advertisement of any character upon the windows or inside walls of the Premises except with the consent of Landlord which consent may be withheld by Landlord in its absolute discretion, and Tenant shall place no signs upon the outside walls, common areas or the roof of the Building. Landlord shall have the right to remove any such sign, placard, picture, name, advertisement, or notice without notice to and at the expense of Tenant. Tenant must remove all approved signs upon vacating the Premises. The Landlord will install a standard suite entry sign adjacent to the entry to the Premises, as agreed with the Tenant.

14. **Insurance.**

Tenant further covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

a. Liability Insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Premises and Tenant's use thereof against claims for

personal injury or death, property damage and product liability occurring upon, in or about the Premises, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single limits amounts not less than \$1,000,000 and to have general aggregate limits of not less than \$2,000,000 for each policy year. The insurance coverage required under this Section shall, in addition, extend to any liability of Tenant arising out of the indemnities provided herein and, if necessary, the policy shall contain a contractual endorsement to that effect. The general aggregate limits under the Commercial General Liability insurance policy or policies must apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and, if necessary, such policy shall contain an endorsement to that effect. Commercial General Liability insurance shall be written on ISO occurrence form CG00010196 (or a substitute form providing equal or better coverage). The certificate of insurance evidencing the Commercial General Liability form of policy shall specify all endorsements required herein and shall specify on the face thereof that the limits of such policy apply separately to the Premises.

b. Property and Casualty Insurance covering Tenant's trade fixtures, equipment, and personal property located within the Premises, against any peril customarily covered by a standard Special Form Causes of Loss insurance policy.

All policies of the insurance provided for in this Section shall be issued in form acceptable to Landlord and licensed to do business in Mississippi. Each and every such policy:

- a. shall name Landlord as an additional insured;
- b. shall (and a certificate thereof shall be delivered to Landlord at or prior to the execution of the Lease) be delivered to each of Landlord and any such other parties in interest within thirty (30) days after delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;
- c. shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and;
- d. shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

The Landlord shall keep the Building insured against loss or damage. If the Building is damaged or destroyed to an extent that the Premises are unfit for occupation and use, or if the Common Areas are damaged or destroyed so as to make the Premises inaccessible or unusable, then payment of the Rent shall be suspended until the damage has been remedied so as to make the Premises fit for occupation and use or the Premises accessible (as the case may be).

15. Assignment and Subletting.

Tenant may not, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole, unfettered discretion, assign this Lease or any interest hereunder. The Tenant shall not sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the Landlord's consent (such consent not to be unreasonably withheld or delayed).

16. Notices.

Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by internationally recognized courier service at the addresses set forth below. Any such notice shall be deemed given on the date sent or deposited for delivery in accordance with one of the permitted methods described above. The time period for responding to any such notice shall begin on the date the notice is actually received, but refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address, shall be deemed receipt. Either party may change its notice address by notice to the other party in accordance with the terms of this Section. The following are the initial notice addresses for each party:

Landlord's Notice Address:

Insight Park
850 Insight Park Avenue
University, MS 38677
Attention: Director
Telephone Number: (662) 915-3131
Facsimile Number: (662) 915-2339

Tenant's Notice Address:

Eldon Insurance Services Limited.
Lysander House
Catbrain Lane
Cribbs Causeway
Bristol BS10 7TQ
Attn: Victoria Sena

17. Indemnities.

Tenant does hereby indemnify and save harmless Landlord against all claims for damages to persons or property which are caused anywhere in the Building or on the Property by the negligence or willful misconduct of Tenant, its agents or employees or which occur in the Premises (or arise out of actions taking place in the Premises) unless such damage is caused by the negligence or willful misconduct of Landlord, its agents, or employees.

18. Holding Over.

In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, with Landlord's written consent, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental shall be at double the monthly Gross Rent payable hereunder upon such expiration of the Term hereof. In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, without

Landlord's written consent, Tenant shall be a tenant at sufferance and may be evicted by Landlord without any notice, but Tenant shall be obligated to pay rent for such period that Tenant holds over without written consent at the same rate provided in the previous sentence and shall also be liable for any and all other damages Landlord suffers as a result of such holdover including, without limitation, the loss of a prospective tenant for such space. There shall be no renewal of this Lease by operation of law or otherwise. Nothing in this Section shall be construed as a consent by Landlord for any holding over by Tenant after the expiration of the Term hereof, or any renewal term.

19. **Intentionally Deleted.**

20. **Collaboration with the University of Mississippi**

Tenants who want to locate in The Innovation Hub incubator must agree to partner with, by the end of their first year of occupancy, at least one faculty member, department, college, center, institute or other entity at the University of Mississippi. Tenants should endeavor to develop an interactive and ongoing relationship that will be mutually beneficial and add value for both the partner and the university. This proposed new or expanded partnership will form the primary basis for whether or not the tenant's lease will be renewed.

21. **Use of Communications Resources**

Tenants who connect to Insight Park data or other telecommunications resources are responsible for the transmissions they generate on those networks. Insight Park may monitor transmissions on these networks and, at Insight Park's discretion, deny clients access to the networks if Tenants are found to be generating illegal, harmful or nuisance transmissions. If Insight Park denies a Tenant access to a network, it shall be the responsibility of the Tenant to locate the source of the offending transmission and demonstrate that reasonable steps have been undertaken to ensure cessation of the offending transmissions. After the source of the offending transmissions has been located and the transmissions cease, Insight Park may, at their discretion, grant Tenants access to the appropriate networks.

22. **Guaranty**

In order to induce Landlord to execute this Lease Agreement, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor, which is an affiliate of Tenant, hereby absolutely and unconditionally guarantees to Landlord, its successors and assigns, the full performance and observance of all the covenants, conditions, and agreements provided to be performed and observed by Tenant in this Lease Agreement, including, without limitation, the prompt payment of the Gross Rent, repayment of the Construction Allowance (if necessary), and all other amounts provided in this Lease Agreement to be paid by Tenant. Guarantor hereby waives acceptance and notice of acceptance of this guaranty, and notice of non-payment, non-performance or non-observance, and all other notices and all proof or

demands. Guarantor expressly agrees that except as otherwise provided in this Lease Agreement, its obligations hereunder will in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant or by reason of the assertion against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease Agreement or by the relief of Tenant from any of the Tenant's obligations under this Lease Agreement by operation of law or otherwise, including without limitation the rejection of this Lease Agreement in a bankruptcy proceeding, Guarantor hereby waiving all suretyship defenses. Guarantor covenants and agrees that this guaranty will remain and continue in full force and effect as to any renewal, modification or extension of this Lease Agreement whether or not Guarantor has received any notice of or consented to such renewal, modification or extension. Guarantor agrees that its liability hereunder is primary, and that in any right of action that accrues to Landlord under this Lease Agreement, Landlord may, at its option, proceed against Guarantor and Tenant, jointly or severally, and may proceed against Guarantor without having commenced any action against or having obtained any judgment against Tenant.

Landlord's failure to insist in any one or more instances upon strict performance or observance of any of the terms, provisions, or covenants of this Lease Agreement or this guaranty or to exercise any right herein contained will not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same will continue and remain in full force and effect. Receipt by Landlord of Gross Rent or other payments with knowledge of the breach of any provision of this Lease Agreement is not a waiver of such breach or of this guaranty.

If the laws applied by the jurisdiction in which this guaranty is sought to be enforced require that Guarantor have any rights not set forth herein, in order for this guaranty to be valid or enforceable, then such rights will be deemed a part hereof, but only to the extent necessary to make this guaranty valid and enforceable.

If Landlord obtains a judgment against Guarantor by reason of a breach of this guaranty, Guarantor shall pay all reasonable attorneys' fees and costs incurred in any collection or attempted collection of the obligations hereby guaranteed or in enforcing this guaranty.

This guaranty is binding upon and inure to the benefit of the parties and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties herein have entered into this Lease the day and year first above written.

LANDLORD:

**UNIVERSITY OF MISSISSIPPI RESEARCH
FOUNDATION, INC., a Mississippi non-profit
corporation**

By: William Nicholas
Name: William Nicholas
Its: **DIRECTOR**

TENANT:

BIG DATA DOLPHINS LTD

By: Ahron Harrison
Name: Ahron Harrison
Its: Director

GUARANTOR:

ELDON INSURANCE SERVICES LIMITED

By: Elizabeth Green
Name: Elizabeth Green
Its: DIRECTOR

EXHIBIT A

Legal Description of Property

Legal Description of North Property

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 30, Township 8 South, Range 3 West, Lafayette County, Mississippi, and being described in more detail as follows:

Commencing from a 1" square iron tube found marking the Southeast Corner of the Northeast Quarter (NE 1/4) of Section 30, Township 8 South, Range 3 West, run thence South 89°54'37" West for a distance of 898.13 feet to a 1/2" rebar set on the North right of way line of Mississippi State Highway No. 6, said rebar being 125.00 feet left of and perpendicular to the centerline median plan station number 190+10.44, said rebar also being the Point of Beginning of this description; Run thence North 89°59'32" West along said North right of way line and near a fence line for a distance of 1,764.21 feet to a 1/2" rebar set, said rebar being 125.00 feet left of and perpendicular to centerline median plan station number 172+46.24; run thence North 00°23'38" East leaving said right of way line for a distance of 355.70 feet to a 1/2" rebar set, passing through a concrete monument found on line 355.03 feet back; run thence to and along a chain link fence line as follows: South 71°13'14" East for a distance of 253.12 feet to a 2 1/2" metal fence corner post found, passing through the beginning of said fence line 235.48 feet back; run thence North 77°25'06" East for a distance of 357.52 feet to a 3" angle iron fence corner post found; run thence North 00°33'34" East for a distance of 54.77 to a 1/2" rebar set; run thence North 28°08'45" East leaving said fence line for a distance of 45.67 feet to a 3" metal fence corner post found on another chain link fence line; run thence North 00°03'26" East along said fence line for a distance of 103.05 feet to a 1/2" rebar set; run thence South 82°48'18" East leaving said fence line for a distance of 457.38 to a 1/2" rebar set; run thence Due East for a distance of 179.22 feet to a 1/2" rebar set; run thence North 61°01'12" East for a distance of 199.57 feet to a 1/2" rebar set; run thence North 02°35'34" East for a distance of 249.82 feet to a 1/2" rebar set; run thence South 83°23'23" East for a distance of 92.02 feet to a 1/2" rebar set on the west side of Hathorn Road; run thence along the westerly and southerly side of Hathorn Road as follows: South 25°13'49" East for a distance of 79.55 feet to a 1/2" rebar set, said rebar being at the beginning of a circular curve to the left; run thence along said circular curve having a radius of 313.00 feet, an arc length of 281.15 feet, a chord bearing of South 48°07'39" East, and a Chord Length of 271.79 feet to a 1/2" rebar set; run thence South 75°22'51" East for a distance of 74.80 feet to a 1/2" rebar set; run thence South 12°56'24" West for a distance of 303.34 feet to a 1/2" rebar set; run thence South 00°00'28" West for a distance of 260.89 feet to the point of beginning of this description. Said tract contains 19.92 acres, more or less.

Less and Except

Tract 1 Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of

Section 30, Township 8 South, Range 3 West, Lafayette County, Mississippi, and being described in more detail as follows:

Commencing from a 1" square iron tube found marking the Southeast Corner of the Northeast Quarter (NE 1/4) of Section 30, Township 8 South, Range 3 West, run thence North $84^{\circ}37'49''$ West for a distance of 1,868.15 feet to a 1/2" rebar set; said rebar being the point of beginning of this description; run thence North $02^{\circ}09'29''$ West for a distance of 145.83 feet to a 1/2" rebar set; run thence North $87^{\circ}50'31''$ East for a distance of 116.67 feet to a 1/2" rebar found; run thence South $02^{\circ}09'29''$ East for a distance of 145.83 feet to a 1/2" rebar set; run thence South $87^{\circ}50'31''$ West for a distance of 116.67 feet to the point of beginning of this Description. Said tract contains 0.39 acre, more or less.

also Less and Except

Tract 2 Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 30, Township 8 South, Range 3 West, Lafayette County, Mississippi, and being described in more detail as follows:

Commencing from a 1" square iron tube found marking the Southeast Corner of the Northeast Quarter (NE 1/4) of Section 30, Township 8 South, Range 3 West, run thence North $84^{\circ}37'49''$ West for a distance of 1,868.15 feet to a 1/2" rebar set; said rebar being the point of beginning of this description; run thence South $87^{\circ}50'31''$ West for a distance of 113.33 feet to a 1/2" rebar found; run thence North $02^{\circ}09'29''$ West for a distance of 150.00 feet to a 1/2" rebar set; run thence North $87^{\circ}50'31''$ East for a distance of 230.00 feet to a PK nail set in a paved road; run thence South $02^{\circ}09'29''$ East for a distance of 4.17 feet to a 1/2" rebar found; run thence South $87^{\circ}50'31''$ West for a distance of 116.67 feet to a 1/2" rebar set; run thence South $02^{\circ}09'29''$ East for a distance of 145.83 feet to the point of beginning of this Description. Said tract contains 0.40 acre, more or less.

EXHIBIT "B"

Confirmation of Lease Term

Re: Lease Agreement dated February 5, 2018 (the "***Lease***") between THE UNIVERSITY OF MISSISSIPPI RESEARCH FOUNDATION ("***Landlord***") and BIG DATA DOLPHINS LTD ("***Tenant***") for the Premises at Insight Park, 850 Insight Park Avenue, University, Mississippi.

Landlord and Tenant acknowledge and agree that:

The Premises are located in Suites 153 and 2nd Floor space (of the Building and consist of approximately 3400 rentable square feet.

The Commencement Date of the Lease is _____, 2018.

The Expiration Date of the Lease is the last day of _____, _____.

EXECUTED as of _____, 2018.

LANDLORD:

**UNIVERSITY OF MISSISSIPPI RESEARCH
FOUNDATION**, a Mississippi non-profit corporation

By: _____

Its: _____

TENANT:

BIG DATA DOLPHINS LTD

By: _____

Its: _____

EXHIBIT "C"

Work Letter Agreement

A. **Landlord Work.** Landlord shall cause to be constructed , at the Landlord's sole cost and expense, leasehold improvements in the Premises (the "**Landlord Work**") in accordance with the construction plan attached hereto as Exhibit "C-1" (the "**Construction Plan**"). The construction of the Landlord Work shall be performed in a good and workmanlike manner to the reasonable satisfaction of the Tenant and in compliance with applicable Governmental Requirements (including the Americans with Disabilities Act). The Landlord shall procure that all requisite consents to the Landlord Work have been obtained. In the event of any errors, omissions or defects in the Landlord Work, and upon Tenant's written request, Landlord shall cause such errors, omissions or defects to be corrected at Landlord's expense without unreasonably interfering with Tenant's occupancy of the Premises. As part of the Landlord Work, Landlord shall be responsible for construction management of design, permitting, general contracting, and all substantial completion and occupancy documentation.

B. **Substantial Completion.** The Landlord Work shall be deemed to be "substantially complete" on the date that all Landlord Work (other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Tenant's use or occupancy of the Premises) has been performed and Landlord's contractor or architect has delivered a certification stating that the Landlord Work has been completed in accordance with the Construction Plan. The Landlord will provide the Tenant with a copy of the certification as soon as practicable after issue together with a copy of any accompanying snagging list. The Landlord shall use reasonable endeavors to procure that the Landlord Work is completed in advance of the Commencement Date. No Rent shall be payable by the Tenant for the period before completion of the Landlord Work.

EXHIBIT "C-1"

Description of Renovation/ Improvements to the Premises as part of Landlord's Interior Work

DEMOLITION: Removal of ceiling tiles and grid as required for installation of new walls, new HVAC units, new electrical and lighting, reworking of existing duct, and reworking fire sprinkler heads. Removal of gypsum wall board for installation of new data and electrical drops.

FLOOR FINISHES: Floor covering shall be carpet squares provided through the University of Mississippi's contract procurement. Contractor shall request quantity from the University.

WALLS: Interior walls per the proposed plan to be 3 5/8" metal studs 16" O.C., with 5/8" sheet rock on both sides from floor to roof deck and full sound insulation in the cavity. All walls to be taped, bedded, sanded and ready for priming and painting. Paint shall be applied to new interior walls and as required throughout where electrical/ data drops are installed. New rubber base installed on all new walls. An office and meeting area are the proposed enclosed spaces and each new space will include hollow metal frames and one 3'0" x 7'0" solid core wood door with passage and hardware.

CEILING: Existing ceiling grid and tile is to be reused and reworked as necessary or installed with new ceiling grid for the proposed layout. T-bar, 2' x 2' acoustical lay-in suspended ceiling is the existing ceiling system. Existing ceiling height to remain.

ROOFING: Curb and pitch pocket work roof work as required for installation of new condensing unit.

HVAC: Based on the proposed layout, the existing water-source heat pump will be utilized for the south portion of the Breakout Space area and the associated existing ductwork and grilles will be used and rearranged for the area. VRV (variable refrigerant volume) heat recovery system with condensing unit installed on roof. An indoor cassette installed in the Office, an indoor cassette installed in the Meeting room, and an indoor horizontal AHU installed for the north most Breakout Space area. All units will be installed complete with controls. New ductwork with registers and grilles to connect to the new AHU for the north most area of the Breakout Space. Conditioned outside air to be ducted from the existing ventilation duct to the new indoor VRV units.

PLUMBING: No work

ELECTRICAL: (5) Outlets for modular tables and required circuits. The contractor will extend existing raceway indicated originally for power poles as required and otherwise utilize existing. (6) Data outlet rough-ins – to be populated by UM

Telecom. Power and fire alarm requirements for new mechanical equipment. Rough-in in walls.

LIGHTING: (12) additional 2' x 4' fluorescent lay-in fixtures and additional required circuits. This also includes lighting controls for the area. Exit lights are currently installed. Any additional exit and emergency lighting will be installed per code.

FIRE PROTECTION: Sprinkler heads will be reworked for the renovated areas as required by building and local codes. Fire alarm equipment and tie-in as required by code.

FURNITURE/ FIXTURES/ EQUIPMENT: All FFE will be coordinated and installed by the Tenant.

The following is an estimation of the design and construction times for the proposed Tenant Renovations at the Innovation Hub:

1. Design: 4 weeks
2. Bidding: appr. 4 weeks (based on public bidding) (the University will need to advise on new bid law requirements).
3. Procurement of contractor: 7 weeks (acceptance of bid/ bonds and insurance in place/ contracts signed/ Permits procured/ Notice to Proceed issued).
4. Material Procurement: tied to contractors time.
5. General Contractor on site: 60 days from the NTP is estimated by PM. Must be confirmed by the University and time included in the agreement between the University and contractor.

Construction time does not include data pulls or any additional work provided by the University.

Definitions

As used in this Agreement, the following terms have the following meanings:

- a. "Building" shall mean as defined in Section 1.
- b. "City" means the City of Oxford, Mississippi.
- c. "Commencement Date" shall mean as defined in Section 1.
- d. "Common Area" "Common Area" shall include, but not be limited to, the following:
 - i. any portion of the Property (including, without limitation, the improvements thereon) from time to time leased by the Owner to the Landlord and designated as common area by the Landlord, for the common use and enjoyment of any lessees, and their respective sublessees, subtenants, successors, assigns, guests and invitees;
 - ii. any other portion of the Property not used or intended for the use as a site or area for improvements to accommodate research, commercial or other business enterprises, owned, created, established, acquired, reserved and/or otherwise designated for the common use and enjoyment of the lessees and their respective sublessees, subtenants, successors, assigns, guests and invitees of the Landlord, including, without limitation, areas to accommodate detention basins and piping, sanitary lift stations, buffer areas and buffer improvements, landscape entry features and other or similar areas and improvements located therein;
 - iii. all street lights, pedestrian lights and landscape lighting located along the primary access roads or elsewhere on the Property;
 - iv. all signage common to the development of the Property and associated landscaping, gateway architectural features and utilities;
 - v. all water irrigation systems installed to maintain any portion of the Common Area described in the preceding clauses of this subsection;
 - vi. all pathways, sidewalks, trails, bridges, and concourses connecting the parcels or Common Areas, including, but not limited to the Bridge;
 - vii. all drainage and detention facilities within the Property,; and
 - viii. all telecommunications, power or other utility lines owned by the Owner or Landlord.
- e. "Expiration Date" shall mean as defined in Section 2.
- f. "Governmental Requirements" means all laws, ordinances, orders, rules or

Addendum to Lease Agreement

Environmental Provisions.

a. The University of Mississippi has established policies, regulations and procedures for the purchase, receiving, use, storage, handling, shipping and disposal of hazardous materials. All activities that occur on the campus of the University of Mississippi using or involving biological, chemical, radiological materials or ionizing radiation producing devices, must adhere to all current and future university regulations, policies and procedures.

b. Hazardous materials include any and all chemicals for which the manufacturer is required to produce and provide a material safety data sheet, any compound, product or mixture regulated by local, state, or federal laws or regulations, any and all materials that have the potential to cause harm to human health or to the environment, including novel compounds, any and all radioactive materials, isotopes, radiation generating devices, biological agent, infectious microorganism, animals, vertebrate or invertebrate, live or preserved, and any other, potentially hazardous agent or nonindigenous species of plant or animal that may or may not be currently regulated.

c. The provisions set forth in this Article shall survive the termination of this Lease. If Tenant's transportation, storage, use or disposal of Hazardous or Toxic Materials on the Premises or the Property results in (i) contamination of the soil or surface or ground water; or (ii) loss, damage or inconvenience to person(s) and/or property, then Tenant agrees to (i) notify Landlord and the University of Mississippi Health and Safety Officer immediately of any contamination, claim of contamination, loss or damage or inconvenience; (ii) after consultation and approval by Landlord and the University of Mississippi Health and Safety Officer, to clean up the contamination in full compliance with all applicable statutes, regulations and standards; and (iii) to indemnify, defend and hold harmless Landlord from and against any Claim arising from or connected with any such contamination, claim of contamination, loss, damage. Further, upon written notice from Landlord, Tenant shall immediately cease any activity that may cause any inconvenience to either Landlord or other tenants, or their agents, employees or invitees. In the event of a conflict of the provisions of this Section with any other provision in this Lease, the provision in this Section shall prevail.