

TERM SHEET FOR
GRANT AWARD AGREEMENT BETWEEN TRIUMPH
GULF COAST, INC.

AND

FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC.
(National Center for Collaborative Autonomy /Project #342)

This Term Sheet summarizes the basic terms upon which Triumph Gulf Coast, Inc. (“**Triumph**”) is considering awarding a grant to Florida Institute For Human And Machine Cognition, Inc., a Florida not-for-profit corporation (“**Grantee**”) under the Triumph Gulf Coast Trust Fund. This Term Sheet is intended for discussion and negotiation purposes only and (a) does not constitute a grant, or an approval of a grant, by Triumph to Grantee, and (b) does not create any binding obligations on Triumph or Grantee with respect to (i) any grant, (ii) any approval of a grant, or (iii) engaging in any further discussions or negotiations with respect to a grant. Any binding agreement between Triumph and Grantee with respect to any grant must be contained in a definitive grant award agreement (the “**Agreement**”), approved by Grantee and the Board of Directors of Triumph and executed by Triumph and Grantee. At any time prior to such execution of the Agreement, either Triumph or Grantee may terminate negotiations, and upon such termination, neither party shall have any liabilities or obligations to the other.

GRANT AMOUNT: Up to \$6,720,805

PURPOSE: To provide partial funding for the following project (the “**Project**”): personnel costs, supplies and equipment, and grant compliance, to create a new National Center for Collaborative Autonomy (“**NCCA**”) that will establish and support multiple areas of research, including multi-domain collaborative autonomous systems, robust communication and networking techniques, collaborative manipulation, coordinated behavior, distributed artificial intelligence, machine learning techniques for multiple distributed autonomous systems, and human-machine learning strategies for heterogeneous autonomous systems, all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”).

COMPETITIVE

BIDS: For contracts and/or purchases exceeding \$325,000, Grantee shall obtain competitive bids when required in accordance with its procurement policy or under any applicable laws, statutes, ordinances, rules, regulations, when purchasing services or commodities, or contracting for construction or renovations to public property, and Grantee shall upload a copy, including any subsequent modification, of its procurement policy to Triumph’s SmartSheet system for Triumph review.

When awarding contracts according to the applicable laws, statutes, ordinances, rules and regulations, Grantee shall award the contract to the lowest cost qualified responsive bidder considering the selection criteria contained within the solicitation.

OWNERSHIP OF EQUIPMENT

Grantee acknowledges and agrees that all furniture, fixtures, and equipment purchased with Grant funds shall be owned by Grantee.

FUNDING:

The total cost of the Project is \$29,688,238, of which (i) a match is being contributed by Grantee and others in the amount of \$22,967,433 (the “**Matching Funds**”), and (ii) up to \$6,720,805 is being provided by the Grant. The total estimated cost of the Project is based upon the Budget attached hereto (the “**Budget**”). To the extent that the actual cost of the Project exceeds \$29,688,238, Grantee shall be solely responsible for such excess.

Grantee shall submit to Triumph a separate Request for Funding for each Budget category (a “**Request for Funding**”) in accordance with the Budget and shall submit information pursuant to a SmartSheet system by Grantee’s authorized users. After the first Request for Funding, each subsequent Request for Funding may only be submitted after Triumph’s approval of the immediately preceding Request for Funding. Each Request for Funding shall include the following items (A) through (H): (A) completed detailed Project account spreadsheet (i.e., in a tab on the Budget), (B) a completed Expense Itemization Sheet in a form provided by Triumph (“**Expense Itemization Sheet**”) for each category of funds requested and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, labor, and services; (C) payroll ledgers, percentage of time dedicated to the Project, and job descriptions as they relate to the Project, (D) documentation evidencing the completion of the work that is the subject of the requested funding, (E) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by Grantee, copies of front and back of cancelled checks for funding, (F) to the extent that all or any portion of the prior funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, a completed Expense Itemization Sheet and receipts or other documentation evidencing that the funds disbursed previously were in fact paid in the proper amounts to the proper vendors for such items, including copies of front and back of cancelled checks for funding (G) copies of the insurance policies required under the Agreement and evidence that such policies are in current force and effect, and (H) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. Grantee shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. Other than the final Request for Funding, no single Request for Funding shall be submitted for a funding request amount of less than \$168,020. In no event shall the cumulative fundings made by Triumph exceed the \$6,720,805 maximum amount of the Grant. Upon Triumph’s receipt of (a) notification to the Program Administrator, and (b) a Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days from receipt to review and either approve or disapprove of a Request for Funding. If Triumph approves a Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph

disapproves a Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be cured by Grantee's submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved.

None of the Grant funds shall be used as a reimbursement of items purchased by Grantee prior to the date of the Agreement. None of the amounts paid by Grantee in connection with the invoices submitted in a Request for Funding and then funded by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution, it being expressly understood and agreed that Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee.

None of the Grant funds or the Matching Funds shall be used to pay, reimburse, or recover any overhead or other indirect costs, including, but not limited to, general and/or administrative overhead, facilities overhead, continuing education fees, and auxiliary fees.

Triumph will honor requests for funding; provided, however, that Triumph may elect by notice in writing not to make a payment if:

- (a) There is missing or incomplete documentation;
- (b) The Request for Funding seeks funding for items other than as shown in the Budget or seeks funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;
- (c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the \$6,720,805 maximum amount of the Grant; or the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, would exceed the maximum amount allocated to such Budget category; or Grantee failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;
- (d) Grantee made a misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to the Agreement;
- (e) There is any pending litigation with respect to the performance by Grantee of any of its duties or obligations pursuant to the Grant which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) Grantee has taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been a violation of the prohibited interests' provisions of the Agreement;

(h) Grantee is in material violation, default, or breach of or under any provision of the Agreement;

(i) Grantee is in breach of any material representation or warranty contained in the Agreement;

(j) Intentionally omitted;

(k) The Matching Funds are not being used for the intended purposes and in the amounts and at the times as set forth in the Budget, and/or Grantee has failed to provide Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(l) With respect to previous fundings of the Grant and payments under contracts, Grantee has failed to pay or has failed to provide Triumph with evidence of payment of, the Grant for the purposes of such funding. Such evidence shall include, but not be limited to, payroll ledgers, state and federal payroll returns, job descriptions, invoices, cancelled checks, and wire transfer confirmations;

(m) Prior to December 31, 2034 (the "Completion Deadline"), Grantee has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal;

(n) All or any portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) One or more of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$65,000 shall not be subject to approval under the Agreement;

(p) Intentionally omitted;

(q) Without the prior approval of Triumph, the total Project cost as set forth in the Budget, the overall Budget, and/or a particular Budget category, has been cumulatively increased or decreased by more than 5%; and/or the Matching Funds have cumulatively increased or decreased by more than 5%;

(r) Completion of the Project is not on schedule for completion by the Completion Deadline and it is objectively unlikely that the Project will be completed by the Completion Deadline;

(s) Grantee has failed to maintain in full force and effect all insurance

required under the Agreement;

(t) Grantee is not in substantial compliance with all applicable environmental laws and regulations in accordance with the Agreement;

(u) Grantee is not in compliance with the competitive bidding requirements described above; and/or

(v) Grantee is not in compliance with the equal employment opportunity and other labor provisions as required by the Agreement.

ELIGIBLE COSTS/ DOCUMENTATION:

Grantee shall seek Triumph funding only for costs of the Project as shown or contemplated under the Budget. All amounts paid by Grantee with respect to the Project shall be supported by proper invoices, contracts, and other records evidencing in proper detail the nature and propriety of the charges and use of the Matching Funds. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified and readily accessible.

MAINTENANCE OF RECORDS:

Grantee shall establish and maintain within its existing accounting system or independently from its accounting system a detailed listing of all expenses related to the Project. Records of costs incurred under terms of the Agreement shall be maintained in the listing along with supporting documentation and be made available upon request to Triumph during the period of the Agreement and for five (5) years after final payment of the Grant is made.

AUDITS:

The Grant shall be subject to audits and/or monitoring by Triumph. Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) costs incurred to date, and (c) Grantee's most recent audited financial statements. In addition, Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee, to access the Project and inspect any work being performed or as completed. Grantee shall also make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project, unless Grantee provides reasonable evidence to Triumph that such documentation is classified or otherwise cannot be lawfully disclosed to Triumph.

TERMINATION OR SUSPENSION OF PROJECT

If Grantee abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal, Triumph will, by written notice to Grantee, suspend any or all of its obligations under the

Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, and if not timely corrected Triumph may terminate any or all of its obligations under the Agreement. Upon receipt of any final termination or suspension notice, Grantee shall upon demand by Triumph remit to Triumph all or a portion of the Grant previously received.

**APPROVAL OF
CONTRACTS/
COMPLIANCE
WITH LAWS:**

Triumph shall have the right to review and approve any and all third party contracts. Triumph shall have the right to approve any third party contracts that exceed an amount of \$325,000 with respect to the Project before Grantee executes or obligates itself in any manner requiring the funding of Triumph funds. Grantee shall also comply with all applicable laws regarding public records, third party contracts, labor laws, civil rights laws, and environmental laws.

INSURANCE: At all times during the term of the Agreement, Grantee shall keep and maintain (i) casualty insurance on all equipment and improvements, the cost of which was in whole or in part was paid for using Triumph grant funds, but only to the extent that such equipment and improvements can in fact be insured, and (ii) workers compensation insurance with respect to the construction of any improvements.

PERFORMANCE METRICS:

Grantee shall timely achieve all the following performance metrics (the “**Performance Metrics**”):

(a) **Performance Metric #1:** By the date which is four (4) years after the date of the first funding of a portion of the Grant (the “**Ramp- up Date**”), Grantee will have created not less than twelve (12) Net New Jobs (as defined below) dedicated to the NCCA, and will have maintained not less than twelve (12) Net New Jobs by the date which is four (4) years after the date of the first funding of a portion of the Grant, Net New Jobs created as of December 11, 2024 shall be credited toward satisfaction of this requirement; and

(b) **Performance Metric #2:** By the date which ten (10) years after the date of the first funding of a portion of the Grant (the “**Completion Deadline**”), Grantee shall have expended not less than Twenty Million Dollars (\$20,000,000) in competitively awarded research grants related to the work of the NCCA; and

Performance Metric #3: Provide substantive collaborative assistance and via local entrepreneurial outreach and/or educational outreach and mentorship, with NCCA researchers conducting a minimum of four (4) research outreach activities per year (forty (40)) total) delivered to groups of all ages.

As used herein, a “**Net New Job**” shall mean a job with the Grantee in support of the NCCA that (a) was created after the Effective Date, (b) could not be sustained absent the Project, (c) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week, and (d) is held by an employee who resides in one of the eight disproportionately affected counties under Section 288.8012(3), Florida Statutes (Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla) (the “**Affected Counties**”); provided, however, that Triumph shall have the right, upon request from Grantee, to grant exceptions to the residency requirements in individual cases in Triumph’s sole and absolute discretion. Jobs are not considered New Jobs if they are (A) moved from one area, department, or other division of Grantee to another unless the relocated positions are back- filled with net new-to-Florida full-time-equivalent jobs or (B) temporary construction jobs or temporary or seasonal jobs or to substitute for permanent employees on a leave of absence.

The calculation of the number of Net New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

CLAWBACKS:

Grant funds funded by Triumph to Grantee shall be subject to being repaid (“clawed back”) in the event Grantee (i) shall have made any misrepresentation of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application, (ii) shall have breached a representation or warranty made in the Agreement and/ or shall have made any materially false certification or representation to Triumph in connection the Agreement and/or any request for funding under the Agreement, and/or (iii) Grantee breached, violated, or is in any way in material default under any of its obligations under the Agreement, and/or (iv) Grantee fails to timely achieve all of the Performance Metrics.

In the event Grantee (i) shall have made any misrepresentation of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application, (ii) shall have breached a representation or warranty made in the Agreement and/ or shall have made any materially false certification or representation to Triumph in connection with the Agreement and/or any request for funding under the Agreement, and/or (iii) Grantee breached, violated, or is in any way in material default under any of its obligations under the Agreement, Grantee shall upon written demand by Triumph repay to Triumph all of the Grant theretofore funded to and received by Grantee.

With respect to clawbacks related to the Performance Metrics:

(a) **Performance Metric #1:** In the event that, by the Ramp-Up Date, Grantee failed to have created at least twelve (12) Net New Jobs in support of the NCCA, and/or Grantee failed to maintain at least twelve (12) Net New Jobs by the date which is four (4) years after the date of the first funding of a portion of the Grant, then Grantee shall upon written demand by Triumph repay to Triumph an amount of the Grant proportional to the jobs shortfall, based on \$186,689 per job. For example, if there is a shortfall of 1 Net New Job (11) Net New Jobs created instead of 12), then the amount owed would be \$186,689 (1 x \$186,689), and if there is a shortfall of 5 jobs (7 jobs created instead of 12), then the amount owed would be \$933,445 (5 x \$186,689).

(b) **Performance Metric #2:** If, by the Completion Deadline, Grantee fails to have expended at least Twenty Million Dollars (\$20,000,000) in competitively awarded research grants related to the work of the NCCA, then Grantee shall upon written demand by Triumph repay to Triumph an amount equal to (A) \$11.2103%, multiplied by (B) the sum of (a) \$20,000,000, minus (b) the actual amount of such grant awards.

(c) **Performance Metric #3:** In the event that, by the Completion Deadline, Grantee failed to provide substantive collaborative assistance and monitoring via local entrepreneurial and/or educational outreach and mentorship, with NCCA researchers conducting a minimum of four (4) research outreach activities per year (forty (40) total) delivered to groups of all ages, then Grantee shall upon written demand by Triumph repay to Triumph an amount equal to (A) \$168,020 multiplied by (B) the sum of (a) 40, minus (b) the actual number of research outreach activities completed as of the Completion Deadline.

Triumph shall have the discretion to waive, reduce, extend, or defer any amounts due above if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty in the Agreement or in the Grant Application, or a breach, violation, or default of or under any other provision of the Agreement, was not material in nature, (ii) based on quantitative evidence, the Performance Metrics were not achieved due to negative economic conditions beyond Grantee's reasonable control, (iii) Grantee made a good faith effort to achieve the Performance Metrics, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected Grantee's ability to achieve the Performance Metrics.

OTHER
TERMS AND
CONDITIONS:

The Agreement shall contain such other terms and conditions as required by Triumph and its counsel.

By signing below, the parties are indicating a willingness to proceed with having a draft grant award Agreement prepared on substantially the terms set forth herein. However, as indicated above, this Term Sheet is merely intended for discussion and negotiation purposes only and (a) does not constitute a grant, or an approval of a grant, by Triumph to Grantee, and (b) does not create any binding obligations on Triumph or Grantee with respect to (i) any grant, (ii) any approval of a grant, or (iii) engaging in any further discussions or negotiations with respect to a grant. Any binding agreement between Triumph and Grantee with respect to any grant must be contained in a definitive grant award Agreement, approved by the Grantee and the Board of Directors of Triumph and executed by Triumph and Grantee. At any time prior to such execution of the Agreement either Triumph and/or Grantee may terminate negotiations, and upon such termination neither party shall have any liabilities or obligations to the other.

[signature page follows]

Dated: March 13, 2025

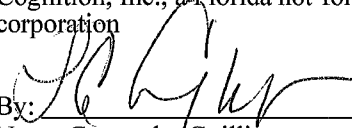
TRIUMPH:

Triumph Gulf Coast, Inc.

By: Jay N Trumbull, Sr.
Name: _____
Title: _____

GRANTEE:

Florida Institute for Human and Machine
Cognition, Inc., a Florida not-for-profit
corporation

By: 
Name: Cassandra Guilliams
Title: COO

BUDGET
(see attached)

Project 342, IHMC National Center for Collaborative Autonomy (NCCA)
Budget

	Compliance				Total
	Supplies/Equipment	Personnel	Support	External Match	
Project Total					
2025	1,594,733	758,569	11,700	-	2,365,002
2026	1,337,966	1,458,342	17,462	-	2,813,770
2027	7,500	1,394,518	17,462	-	1,419,480
2028	7,500	1,182,272	17,462	3,000,000	4,207,234
2029	5,000	795,672	17,462	-	818,134
2030	-	597,922	17,462	-	615,384
2031	-	373,624	17,462	-	391,086
2032	-	-	17,462	-	17,462
2033	-	-	17,462	-	17,462
2034	-	-	17,462	17,000,000	17,017,462
2035	-	-	5,762	-	5,762
2036	-	-	-	-	-
Project Total	2,952,699	6,560,919	174,620	20,000,000	29,688,238
Triumph					
2025	1,594,733	427,205	11,700	-	2,033,638
2026	1,337,966	963,770	17,462	-	2,319,198
2027	7,500	899,946	17,462	-	924,908
2028	7,500	687,700	17,462	-	712,662
2029	5,000	301,100	17,462	-	323,562
2030	-	103,350	17,462	-	120,812
2031	-	210,415	17,462	-	227,877
2032	-	-	17,462	-	17,462
2033	-	-	17,462	-	17,462
2034	-	-	17,462	-	17,462
2035	-	-	5,762	-	5,762
2036	-	-	-	-	-
Triumph Total	2,952,699.00	3,593,486.00	174,620.00	-	6,720,805
Grantee					
2025	-	331,364	-	-	331,364
2026	-	494,572	-	-	494,572
2027	-	494,572	-	-	494,572
2028	-	494,572	-	-	494,572
2029	-	494,572	-	-	494,572
2030	-	494,572	-	-	494,572
2031	-	163,209	-	-	163,209
2032	-	-	-	-	-
2033	-	-	-	-	-
2034	-	-	-	-	-
2035	-	-	-	-	-
2036	-	-	-	-	-
Grantee Total	-	2,967,433	-	-	2,967,433
Competitively Awarded Grants					
2025	-	-	-	-	-
2026	-	-	-	-	-
2027	-	-	-	-	-
2028	-	-	-	3,000,000	3,000,000
2029	-	-	-	-	-
2030	-	-	-	-	-
2031	-	-	-	-	-
2032	-	-	-	-	-
2033	-	-	-	-	-
2034	-	-	-	17,000,000	17,000,000
2035	-	-	-	-	-
2036	-	-	-	-	-
Match Source 1 Total	-	-	-	20,000,000	20,000,000

