

VEX ROBOTICS, INC.,

Plaintiff/Counter-Defendant,

v.

**ROBOTICS EDUCATION AND
COMPETITION FOUNDATION, INC.,**

**Defendant/Counter-Plaintiff/Third-
Party Plaintiff,**

v.

**INNOVATION FIRST INTERNATIONAL,
INC.,**

Third-Party Defendant.

IN THE DISTRICT COURT

354th JUDICIAL DISTRICT

HUNT COUNTY, TEXAS

**ROBOTICS EDUCATION AND COMPETITION FOUNDATION, INC.’S
COUNTERCLAIMS AND THIRD-PARTY PETITION**

Plaintiff Robotics Education and Competition Foundation, Inc. (“RECF” or “Counter-Plaintiff”) files its Counterclaims against Counter-Defendant VEX Robotics, Inc. (“VEX”) and its Third-Party Petition against Third-Party Defendant Innovation First International, Inc. (“IFI”), together with the Declaration of Dan Mantz filed contemporaneously herewith. RECF respectfully shows the Court as follows:

INTRODUCTION

1. The Robotics Education & Competition Foundation is a Michigan 501(c)(3) public charity. Its mission is simple and unwavering: to inspire every student, regardless of background, geography, or family income, to pursue science, technology, engineering, mathematics, and computer-science education through hands-on competitive robotics. RECF’s programs reach approximately 200,000 students each year across more than 30,000 teams in over 100 countries.

RECF works with more than 100 universities, colleges, and organizations who offer more than \$100M in scholarship opportunities to students who compete in the programs. RECF partners with NASA, the U.S. Department of Defense STEM Initiative, JROTC Army, JROTC Air Force, the Texas Workforce Commission, and federal, state, and local educational agencies to extend competitive STEM education to students who would otherwise have no access to it: students in Title I schools, in rural districts, in JROTC units, in under-resourced communities, and in countries where the cost of premium robotics hardware places competitive STEM out of reach. RECF's mission is the foundation of its identity. This case, at its core, is about RECF's refusal to sacrifice that mission in the face of commercial demands of a single hardware vendor.

2. For sixteen years, RECF worked side by side with VEX Robotics, Inc., a Texas for-profit corporation, and its parent Innovation First International, Inc. RECF built the community: the students, the teachers, the coaches, the JROTC instructors, the volunteers, and the network of more than 3,600 annual competitions. VEX built and sold the hardware many of those students used. RECF's mission gave the partnership its meaning. VEX's products gave it scale. Together, the partnership transformed competitive robotics education in the United States and abroad.

3. That partnership ended not because RECF failed, but because RECF succeeded. RECF's Aerial Drone Competition ("ADC"), launched by RECF in 2019, was hosted on the RobotEvents.com platform from 2020 through May 2025. The ADC was formally embraced by JROTC Army beginning in the 2020–2021 season and by JROTC Air Force beginning in the 2022–2023 season, and supported by federal grants from NASA, the U.S. Department of Defense STEM Initiative, and the Texas Workforce Commission. RECF's ADC grew into one of the most prominent educational drone-competition programs in the United States. RECF built that program

with the knowledge and approval of VEX. VEX's own then-board representative on the RECF board, David A. ("Tony") Norman, was present when the RECF Board approved the program.

4. In or around April 2023, while seeing RECF's drone program flourish on VEX's own platform, VEX began quietly developing a competing drone product. In May 2024, at the VEX Robotics World Championship, VEX unveiled "VEX Air," surprising RECF and the very community RECF had built. VEX then faced an obvious commercial problem: the most established educational drone-competition program in the United States was being run by a nonprofit VEX did not control. From that moment, the parties' commercial interests diverged.

5. Beginning in 2022 and continuing thereafter, VEX stopped paying RECF the 30% and 15% product rebates owed under the parties' longstanding course of dealing. Notwithstanding the missed rebates, the partnership continued for several years. There were practical reasons for that continuity. VEX depended on RECF's RSM network, Event Partner relationships, and community of coaches and teams to continue selling VEX products into the concerns the educational market; VEX needed RECF to move its product. RECF, in turn, was simultaneously owed millions of dollars by VEX in unpaid rebates while itself purchasing VEX products in significant volume. As detailed below, the parties' obligations to one another were of broadly comparable magnitude, and the parties managed the imbalance commercially, effectively offsetting amounts owed in each direction, rather than litigating it. The partnership endured because, despite the unpaid rebates, neither side had yet broken the relationship.

6. That equilibrium ended in 2025. By then, VEX had completed development of VEX Air and was prepared to launch into the drone-competition marketplace. The continued existence of RECF's independent Aerial Drone Competition—a program that permitted teams to use drones from manufacturers other than VEX—was, in VEX's view, an obstacle to its

commercial plans. In the summer of 2025, VEX demanded that RECF wind down the Aerial Drone Competition entirely. RECF refused. RECF could not abandon a program serving JROTC Army, JROTC Air Force, federal STEM grantors, and tens of thousands of students worldwide simply because, six years after RECF had launched the program with VEX's knowledge and approval, VEX had decided it wanted the drone market to itself. From the moment RECF refused, what had been a commercial relationship managed through mutual accommodation became an open campaign to force RECF's submission.

7. VEX's CEO summoned RECF to a series of meetings in the summer of 2025. He demanded that RECF dismantle its Aerial Drone Competition as a condition of resolving the rebate-invoice dispute. He threatened to destroy RECF. He threatened to ruin RECF and bury it in legal actions. He threatened to launch a competing nonprofit that would displace RECF in the educational-robotics community. He followed through on in September 2025, when he founded the Global Robotics & Science Foundation. The threats were not commercial in character. They were existential.

8. RECF refused to surrender its independent program. RECF's Board of Directors—facing Norman's repeated threats to shut RECF down—endorsed prudent business-continuity planning, including outreach to other potential partners. RECF continued to perform. Over the same period, RECF's number of VEX teams grew. RECF's services to VEX never stopped. RECF's allegiance to the students and educators it served never wavered.

9. When coercion did not break RECF, VEX began executing on its threats. In May 2025, VEX unilaterally rebranded RobotEvents.com, a website RECF owns, whose domain RECF has paid to renew every year, whose contents were branded as RECF's for over a decade, and removed references to RECF without disclosing to the community that the platform was now under

VEX's sole control. On April 30, 2026, VEX revoked RECF's administrative credentials to the Team and Event Management software. RECF was, and is, a paying licensee of that software. Under the IT Services Agreement between IFI and RECF dated October 2, 2017, RECF pays IFI \$12,000 every month for the licensed use of the software, and that agreement remains in effect, by its own terms, through October 2, 2026. VEX's lockout of a paying licensee, at the height of the 2026–2027 season-planning cycle, was not a contract-enforcement action. It was a calculated effort to curtail RECF's entire operational capacity and to make it impossible for RECF to run its programs at all. On May 10, 2026, VEX issued a termination letter purporting to extinguish every right RECF had built over sixteen years, yet was careful to preserve the IT Services Agreement under which RECF continues, even now, to pay IFI.

10. Eighteen days before that termination letter, on April 28, 2026, VEX had filed this lawsuit. The original complaint was modest in scope: three causes of action for breach of contract, quantum meruit, and sworn account, seeking collection of approximately \$10.3 million in disputed invoice amounts. VEX presented the case to the Court as a routine commercial collections matter. But when RECF refused to capitulate and continued to operate its programs, VEX abandoned that posture. On May 20, 2026, less than four weeks after filing the original collections complaint, VEX filed a First Amended Petition adding seven new causes of action: fraud, breach of fiduciary duty, Texas unfair competition, Texas trademark dilution, Texas common-law false designation of origin, tortious interference, and sweeping declaratory relief. VEX also sought a Temporary Restraining Order designed to shut down RECF's 2026–2027 competition season at the height of registration. What began as an invoice dispute has, in less than four weeks, become a scorched-earth litigation campaign. The amended petition is not the natural escalation of a collections action. It is the final instrument in the coercion campaign that began in the summer of 2025.

11. VEX’s amended petition is designed to achieve, through the courts, what could not be extracted by threat: RECF’s surrender of an independent program, an independent identity, and an independent voice. The story VEX tells in its amended petition is irreconcilable with the facts and contradicts itself: VEX simultaneously claims that RECF was a mere “agent” acting “only for VEX’s benefit” and that RECF owes VEX more than \$10 million for products RECF allegedly never paid for. Agents do not owe their principals for goods the principal sells to the principal’s own customers. VEX cannot have it both ways.

12. This case, at bottom, is about whether a for-profit hardware vendor can use commercial leverage and the courts to convert a nonprofit public charity into its corporate subsidiary in all but name. RECF cannot accept that role. RECF’s mission obliges it to serve every student who wants to participate in competitive STEM — including students at schools that cannot afford VEX’s hardware, JROTC units operating on federal appropriations, rural school districts that depend on lower-cost drone and parts options, and international participants for whom VEX-only programming is economically out of reach. If RECF accedes to VEX’s demands—abandoning the Aerial Drone Competition, ceding control of RobotEvents.com, surrendering its relationships with Event Partners and federal grantors, abandoning its independently developed programs—RECF ceases to be the public charity its donors, its federal grantors, its 200,000 student participants, and the Internal Revenue Service understand it to be. RECF will not become VEX’s puppet. RECF answers, instead, to the students it was created to serve.

13. This is RECF’s counterclaim. It seeks the money VEX owes RECF for unpaid rebates, commissions, and services in excess of \$8 million. It seeks redress for VEX’s tortious interference with RECF’s contracts with schools, universities, JROTC, NASA, the Department of Defense STEM Initiative, and the Texas Workforce Commission. It seeks redress under Texas

common law for VEX's false designation of RECF's own programs and goodwill as VEX's. It seeks redress under the Texas Harmful Access by Computer Act for VEX's unauthorized lockout of RECF from systems RECF had a contractual right to access and continues to pay for. And it seeks declaratory judgment establishing what sixteen years of conduct, two decades of documented public branding, and the contemporaneous records of registrar, hosting, and renewal payments confirm: RECF, not VEX, owns RobotEvents.com; RECF, not VEX, holds the relationships with the Event Partners, coaches, and teams that constitute the heart of the competitive-robotics community; and RECF, not VEX, has the right to determine RECF's programs.

CLAIM FOR RELIEF

14. Counter-Plaintiff seeks monetary relief of over \$1,000,000, excluding interest, statutory or punitive damages and penalties, and attorneys' fees and costs.

DISCOVERY CONTROL PLAN

15. Counter-Plaintiff moves this Court to order that discovery in this matter be conducted in accordance with a Level 3 discovery control plan tailored by the Court to the circumstances of the suit. *See* Tex. R. Civ. P. 190.4. Counter-Plaintiff affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169.

PARTIES

16. Counter-Plaintiff RECF is a nonprofit corporation organized under the laws of the State of Michigan and recognized as a public charity exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. RECF's principal office is located at 1519 I-30, Greenville, Texas 75402. RECF maintains its own employees, its own payroll, its own benefits programs, its own bank accounts, its own donors, its own audited financial statements, its own tax

filings, and its own independent board of directors. RECF is governed in accordance with Michigan nonprofit law and IRS requirements applicable to public charities.

17. Counter-Defendant VEX is a for-profit corporation organized under the laws of the State of Texas and maintains its principal office at 6725 W. FM 1570, Greenville, Texas 75402. VEX is a wholly-owned subsidiary of Innovation First International, Inc. VEX can be served through counsel that has appeared on its behalf in this case.

18. Third-Party Defendant IFI is a Texas corporation and the parent of VEX. IFI maintains its principal office at 1519 I-30, Greenville, Texas 75402. IFI can be served at its headquarters.

19. As to the conduct giving rise to this dispute, IFI and VEX operated as a single enterprise, with VEX acting at IFI's direction and IFI dictating VEX's commercial conduct toward RECF. IFI and VEX share common officers and directors, share corporate counsel, and have intermingled their conduct in a manner that makes adherence to the fiction of separate existence inequitable as to RECF in the matters at issue here. IFI is, accordingly, jointly responsible for VEX's conduct as alleged in this counterclaim. RECF does not contend, however, that other businesses operated under the IFI umbrella are alter egos of VEX.

JURISDICTION AND VENUE

20. The Court has subject matter jurisdiction over this action because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

21. This Court has personal jurisdiction over VEX and IFI because VEX and IFI contracted with RECF in Texas, performed a substantial part of their contractual obligations in Texas, performed a substantial part of the wrongful conduct alleged here in Texas, and maintain

their principal offices in Greenville, Hunt County, Texas. VEX has further subjected itself to this Court's personal jurisdiction by filing this action.

22. Venue is proper in Hunt County because Hunt County is where a substantial part of the events or omissions giving rise to the claims occurred, and because VEX and IFI maintain their principal offices within Hunt County. Tex. Civ. Prac. & Rem. Code § 15.002(a)(1), (3).

23. All conditions precedent to RECF's recovery have been performed, satisfied, or waived.

FACTS

A. RECF's Mission and Independent Identity.

24. RECF is a longstanding nonprofit organization whose global mission is to provide every educator with competition, education, and workforce-readiness programs that increase student engagement in science, technology, engineering, mathematics, and computer science ("STEM").

25. Dan Mantz has served as RECF's Chief Executive Officer since 2017. Mr. Mantz has more than 25 years of engineering experience and previously spent 19 years in the industrial robotics industry at FANUC Robotics, first as an engineer and later as Director of Product Development.

26. RECF's robotics programs for elementary through college students reach approximately 200,000 students each year, with more than 30,000 teams from over 100 countries competing in over 3,600 competitions annually. RECF's competition is one of the largest and fastest-growing middle-school and high-school robotics programs in the world. RECF works with more than 100 universities, colleges, and other organizations that offer scholarship opportunities

to students who compete in RECF's programs. The RECF Scholarship Program offers access to hundreds of scholarships valued over \$100M.

27. RECF's programs are funded by a diverse base of independent sources, including federal grants and contracts from NASA, the U.S. Department of Defense STEM Initiative, JROTC, and the Texas Workforce Commission, philanthropic support, and registration fees paid by participating teams. RECF's independent funding base is the financial foundation of RECF's independent identity.

28. RECF developed and owns the governance documents and educational resources that structure its programs, including without limitation the RECF Code of Conduct, the Student-Centered Policy, the Qualifying Criteria, the Commitment to Event/Coach Excellence, and the Guide to Judging. These documents were independently developed by RECF and have been used by RECF for years to support RECF's programs.

29. RECF partners with organizations across the world to expand access to computer science, STEM education, and robotics for underrepresented and underserved populations, including indigenous persons, girls and women, military-affiliated students, and low-income individuals.

30. As a matter of accounting practice, RECF maintains its books and records on the accrual basis in accordance with generally accepted accounting principles. RECF records expenses when invoiced, and reflects those expenses in its tax filings, annual reports, and audited financials. RECF's accounting practices are consistent with those of other public charities and have never been the subject of any adverse finding by any auditor, tax authority, or grantor.

B. The RECF—VEX Partnership.

31. Although RECF’s organizational origins are connected to VEX—RECF was incorporated under Michigan nonprofit law in April 2010 by an individual associated with VEX’s educational and competition activities—RECF has at all times since incorporation operated as a legally distinct nonprofit entity with its own board, its own employees, its own funding, its own governance, and its own programs. RECF was never VEX’s subsidiary, affiliate, or agent. No written or oral agreement establishing RECF as VEX’s agent has ever existed. Until VEX filed its First Amended Petition in this litigation, VEX had never, in sixteen years of working with RECF, characterized RECF as VEX’s “agent” acting “only for VEX’s benefit.”

32. RECF and VEX collaborated closely on competitive robotics for over a decade and a half. The partnership divided responsibilities clearly. VEX designed and manufactured robot components such as electronics, hardware, scoring objects, and field elements for each year’s game. RECF built and ran the community: the competitions, the events, the World Championships, the judging structure, the awards criteria, the Event Partner network, the Regional Support Manager (“RSM”) network, and the direct relationships with students, coaches, teachers, schools, JROTC instructors, and volunteers.

33. Event preparation begins a full year in advance and requires the coordination of more than 100,000 people, more than 1,500 unique referees, and approximately 125,000 total volunteers to organize and host the events. RECF handles that coordination. RECF collects competition entrance fees, identifies and engages local event partners to hold and manage the competitions, develops and publishes the parameters and rules for each annual challenge in coordination with the Game Design Committee, and operates the back-end logistics that make the program possible.

34. RECF also assisted VEX in selling VEX products to coaches, Event Partners, partner organizations, students, and JROTC units who needed those products to compete. Under the parties' longstanding course of dealing, VEX agreed to pay RECF a 30% rebate on all RECF purchases of VEX equipment (other than purchases funded by VEX-funded grants), and a 15% rebate on VEX products purchased directly by JROTC. The terms of the rebate structure were documented in written communications between the parties. The rebate was not limited to grant-funded programs.

35. In addition to the product-rebate arrangement, RECF earned commissions and fees for services it provided to VEX, including international support, state-funding-program administration, the Career and Technical Education and Workforce Development programs, and other services that VEX requested and accepted from RECF over the years.

36. Customer relationships in the competitive-robotics community sit with RECF, not with VEX. RECF's Event Partners, coaches, and teams interact directly with RECF's RSM network, attend events organized and staffed by RECF, and receive RECF's communications. By contrast, VEX's direct engagement with the Event Partner network has been minimal: RECF will demonstrate through discovery that VEX staff attended very few Event Partner events over the past five years.

37. Tony Norman, the CEO of VEX and IFI, previously served on the board of directors of RECF until in or around November 2022. While Norman was on the RECF Board, the RECF Board reviewed and approved the launch and expansion of RECF's Aerial Drone Competition. Norman's vote and contemporaneous participation in those board deliberations refute any later characterization of the ADC as a renegade or unauthorized RECF initiative.

C. The Aerial Drone Competition.

38. In or around 2019, under Mr. Mantz's leadership, RECF launched the ADC. The ADC was developed independently by RECF and expanded RECF's platform beyond ground-based robotics into drone education, which is a rapidly growing field of competitive STEM.

39. The ADC was hosted on RobotEvents.com from 2020 through May 2025. For five consecutive years, RECF hosted the drone program on the same platform that VEX now claims it always owned. VEX never asserted that the ADC was unauthorized. VEX never asserted that the ADC was inconsistent with the parties' partnership.

40. In the 2020–2021 season, JROTC Army formally selected RECF's ADC as its drone-competition program. In the 2022–2023 season, JROTC Air Force joined. Together, the JROTC contribution grew to approximately 700 drone teams and made the ADC one of the most significant military-education partnerships in competitive STEM. RECF's ADC also led to RECF's receipt of federal grants from NASA, the U.S. Department of Defense STEM Initiative, and the Texas Workforce Commission—contracts whose performance depended on RECF's continued operation of the ADC.

41. At the time RECF launched the ADC, VEX manifested no interest in drones. VEX did not design, manufacture, or sell drone products. VEX did not propose a competing drone competition. VEX did not invest in drone education. In fact, RECF hosted the Aerial Drones Championship during VEX Worlds in 2022.

D. VEX Quietly Develops a Competing Drone.

42. In or around April 2023, while the ADC continued to grow on the RobotEvents.com platform and RECF continued to invest in JROTC partnerships, federal grants, and a national community of drone educators, VEX quietly began developing a competing drone product.

43. In May 2024, at the annual VEX Robotics World Championship, VEX unveiled “VEX Air,” its proprietary drone product line. The announcement at the World Championship was a surprise to RECF and to the ADC community RECF had built over the preceding five years. From that moment, VEX held a commercial position adverse to the ADC: VEX’s new product line could profit only if drone teams purchased VEX drones. But the largest established educational drone-competition community in the United States was already participating in the ADC, which permitted multiple drone manufacturers, including alternatives to VEX.

E. VEX’s Pressure Campaign.

44. Beginning in 2022, VEX stopped paying RECF the 30% and 15% product rebates owed to RECF under the parties’ longstanding course of dealing. VEX did not provide a contractual basis for ceasing payment. VEX did not provide an accounting. VEX simply stopped paying. As of the date of this counterclaim, VEX has continued to refuse to pay the rebates.

45. Beginning in 2024 and continuing into 2025, VEX began disputing rebate invoices that RECF had submitted. The disputes were managed cooperatively at first: VEX would communicate to RECF that an invoice contained an error or required correction, and RECF would resubmit. That was the normal course of dealing between the parties. It was not fraud. At no point during this period did VEX inform RECF that the disputes reflected anything other than ordinary commercial reconciliation.

46. Despite RECF’s repeated requests, VEX has never provided the underlying calculations that VEX claims support its disputes. When RECF has asked VEX how VEX arrived at its adjusted figures, VEX’s response has been, in substance, “our numbers are accurate,” without supporting work, methodology, or detail. To this day, VEX has not provided RECF with the

underlying calculations that VEX now characterizes, in its First Amended Petition, as the basis for over \$1.79 million in alleged overbilling.

47. Around June/July 2025, Mr. Mantz met directly with Mr. Norman. Mr. Norman demanded that RECF abandon the ADC. Mr. Norman conveyed that resolution of the invoice dispute was conditioned on RECF's surrender of the drone program. Mr. Norman did not provide any contractual or commercial basis for the demand.

48. In August 2025, in further meetings, Mr. Norman communicated that the ADC must be wound down as a condition of any settlement of the invoice dispute. Mr. Norman threatened to destroy RECF. Mr. Norman threatened to ruin RECF and bury it in legal actions. Mr. Norman threatened to launch a competing nonprofit if RECF did not comply. Mr. Norman's threats were directed at RECF as an institution and extended to RECF staff and members of the RECF Board of Directors, creating a hostile and intimidating environment surrounding all communications with VEX.

49. Norman followed through on the threat to launch a competing nonprofit. In or around September 2025, Norman founded the Global Robotics & Science Foundation, a nonprofit organization intended to compete with RECF for the very community RECF had built. Norman's establishment of a competing nonprofit, in execution of his prior threat, corroborates that the other threats were credible and that the demands directed at RECF in the June, August, and subsequent meetings were coercive in nature, not commercial.

50. On September 19, 2025, Norman sent a letter to Mr. Mantz demanding payment of invoices for amounts allegedly owed by RECF to VEX. A true and correct copy of the letter is attached as Exhibit A to the Mantz Declaration. The letter contained no calculations supporting

the disputed amounts. The letter alleged, without prior contractual basis, that VEX had only permitted RECF to collect and retain team registration fees and was revoking that permission.

51. On October 8, 2025, Norman issued a written ultimatum confirming what he had been saying verbally for months: any path forward involved a “definitive wind-down of the RECF-managed Aerial Drone Competition.”

52. RECF declined to surrender the ADC. The RECF Board of Directors, facing Norman’s repeated threats to shut down the organization, endorsed prudent business-continuity planning, including outreach to potential alternative partners and the exploration of backup operational arrangements that would allow RECF to continue serving its students, JROTC partners, and federal grantors if Norman carried out the threats he had been making. The Board’s endorsement of business-continuity planning was a fiduciary response to a credible existential threat, not a conflict of interest.

53. Throughout this period, RECF continued to perform under the partnership. RECF continued to manage VEX competitions. RECF continued to support VEX teams. RECF continued to grow the VEX team count. Public records and RECF’s own performance metrics show that RECF’s allegiance to the community it served, including the VEX-product teams within that community, never wavered. RECF did not divert proprietary VEX information. RECF did not abandon its operational responsibilities to VEX teams. RECF discharged its duties to all participants while resisting Norman’s coercion.

F. VEX Begins Executing on the Threats.

54. In or around May 2025, VEX unilaterally rebranded RobotEvents.com. RECF owns the RobotEvents.com domain and has paid the annual domain-renewal fees since the domain was registered. Until VEX’s rebranding action in May 2025, the RobotEvents.com website was

branded as an RECF site. The website promoted all types of robotics competitions, including RECF's Aerial Drone Competition, which appeared on RobotEvents.com from 2020 through May 2025. Archived captures of the site available through the Internet Archive Wayback Machine confirm its RECF-branded character over the years preceding May 2025.

55. After VEX rebranded the site in May 2025, VEX continued to collect registrations from teams and other community members through the platform without disclosing to those registrants that VEX, not RECF, now intended to operate the competitions for which they were registering. That undisclosed substitution was deceptive. It caused, and continues to cause, confusion among teams, coaches, and Event Partners as to whose program they were registering for and whose competition they were funding.

56. Although VEX has at all times maintained that it ran the underlying "Team and Event Management" software hosted on RobotEvents.com pursuant to the parties' IT Service Agreement (described below), the domain registrar records, the domain-renewal payments, and the public-facing branding of the site are all RECF's. The hosting company that supported RobotEvents.com has recognized RECF's ownership of the domain and assisted RECF in transferring the site to a different server when the question of operational control became a live commercial issue.

57. The team-registration data, event records, coach contact information, and Event Partner relationships reflected in the platform were generated by RECF's operation of its programs, collected by RECF in the course of registering teams for RECF events, and used by RECF to run the events. That data is RECF's. RECF has the contractual and operational relationships with the individuals and institutions whose information is reflected in the database.

58. On April 30, 2026—immediately after the conclusion of the 2025–2026 competition season and at the height of the planning cycle for the 2026–2027 season—VEX and IFI unilaterally revoked the administrative access and login credentials of all RECF staff to the Team and Event Management software on RobotEvents.com. RECF was, and remains, a paying licensee of that software. Under the IT Services Agreement described below, RECF pays IFI \$12,000 every month for the licensed use of the software. RECF has continued to pay that monthly license fee even after the lockout. The lockout occurred without notice, without opportunity for RECF to respond, and without termination of the IT Services Agreement. The lockout was not a remedy for breach. It was a calculated attempt to deprive RECF of the operational infrastructure necessary to run its programs at all and to make it impossible for RECF to manage registrations, process payments, support Event Partners, communicate with teams, or operate the 2026–2027 season, and thereby to coerce RECF’s surrender by operational paralysis when financial pressure and verbal threats had failed.

59. On October 2, 2017, IFI and RECF entered into an IT Service Agreement and License Agreement (the “IT Agreement”). Both parties have assented to its terms for nine years, with a modification under which RECF agreed to pay IFI \$12,000 per month for the licensed services. The IT Agreement licenses to RECF the use of the Team and Event Management software and renews annually on October 2. The most recent renewal is in effect from October 2, 2025, through October 2, 2026. RECF has paid the monthly license fees, including during the period after VEX’s April 30 lockout.

60. Ten days after locking RECF out of the software, on May 10, 2026, IFI and VEX’s General Counsel, John Harvey, sent a letter purporting to terminate every agreement between RECF and VEX. The May 10 letter specifically excluded the IT Agreement from termination and

confirmed that “the IT Services Agreement remains in effect solely in accordance with its own terms.” In other words, IFI has not terminated the agreement under which RECF has a contractual right to access the Team and Event Management software yet IFI has permitted its wholly-owned subsidiary VEX to deny RECF that very access.

61. Concurrent with the April 30 lockout and the May 10 termination letter, VEX intercepted, redirected, modified, or reissued invoices related to a competition known as the RECF Summit. Those invoices originally identified RECF as the payee and listed RECF’s address. VEX altered them to identify VEX as the payee and to list VEX’s address. RECF clients who attempted to pay RECF for services RECF had delivered were misdirected into paying VEX. One such client, Omaha Public Schools, noticed the discrepancy and asked whether the new payee information was correct. The funds paid on those invoices belong to RECF and are now in VEX’s possession.

62. VEX’s removal of RECF’s RSM contact information from the Team and Event Management software, the substitution of VEX personnel and contact points in their place, and the substitution of payee information on RECF’s invoices have caused, and continue to cause, confusion among coaches, educators, teams, and Event Partners as to the source, sponsorship, and origin of the support services through which the educational robotics community operates. Communications received by RECF in the wake of the May 10 termination letter show that members of the community do not understand whether the entity they are dealing with is RECF or VEX, and have been actively confused by VEX’s undisclosed substitution.

63. RECF has since recovered control over the RobotEvents.com domain itself but remains frozen out of the Team and Event Management software, the system through which the registration and event-management functions of RECF’s programs are administered.

G. Norman Establishes a Competing Nonprofit and Continues the Pressure.

64. In or around September 2025, Norman established the Global Robotics & Science Foundation (“Global”). Global is a nonprofit organization Norman established to compete with RECF. Global’s public communications have asserted ownership and exclusivity over concepts that were developed, branded, and supported by RECF. For example, Signature Events, a program concept developed, branded, and supported by RECF over many years, are now being claimed by both VEX and Global as proprietary. RECF’s ownership of the Signature Event concept is supported by years of RECF-led communications and RECF-led operational management.

H. RECF’s Damages.

65. VEX failed to pay RECF amounts in excess of \$8 million for rebates, commissions, and services VEX received and for which RECF invoiced VEX. These amounts include unpaid 30% rebates on RECF purchases of VEX equipment (other than VEX-funded grants), unpaid 15% rebates on JROTC direct purchases, unpaid commissions and fees for services RECF rendered to VEX (including VEX Worlds expenses and the Workcell hardware used in the classroom Factory Automation Competition), and unpaid invoices for other RECF deliverables.

66. In addition, VEX’s actions in (i) terminating the partnership through coercion, (ii) locking RECF out of the Team and Event Management software during the active-planning period for the 2026–2027 season, (iii) diverting payments owed to RECF, (iv) misappropriating RECF’s goodwill and customer-facing infrastructure on RobotEvents.com, and (v) initiating litigation designed to disrupt RECF’s 2026–2027 season have caused, and continue to cause, substantial additional damages to RECF in amounts to be proved at trial. These damages include lost revenue, lost goodwill, disruption of contracts with financial sponsors, schools, universities, Event Partners,

and vendors, and harm to the participation of the more than 200,000 students annually served by RECF's programs.

I. The Litigation Pivot: From Collections Action to Scorched-Earth Campaign.

67. On April 28, 2026, two days before the lockout described above, VEX filed its Original Petition in this action. The Original Petition was structured as a routine commercial-collections matter. It alleged three causes of action: breach of contract, quantum meruit, and sworn account. It sought \$10,334,028.45 in invoice amounts. It made no allegation that RECF was VEX's "agent." It made no allegation that RECF had committed fraud. It made no allegation that RECF had breached fiduciary duties. It made no claim to ownership of RobotEvents.com beyond a passing reference. It made no mention of TEAM Alliance. It made no claim that RECF was infringing VEX's trademarks. It sought no injunctive relief. The Original Petition presented this Court with what appeared on its face to be a contained commercial-collections dispute.

68. In the weeks that followed, VEX expected RECF to capitulate. RECF did not. RECF answered, retained counsel, organized its defense, prepared its counterclaim, and continued to operate its programs in the ordinary course, including supporting teams, supporting Event Partners, supporting JROTC, and planning the 2026–2027 season. RECF made clear, through its conduct, that it would not abandon its mission or its independent identity in response to commercial pressure.

69. When that strategy did not produce RECF's submission, VEX abandoned the contained collections posture. Today, May 20, 2026, less than four weeks after the original filing, VEX has filed a First Amended Petition that bears little resemblance to its original pleading. The amended pleading adds seven new causes of action: fraud (with a detailed table alleging \$1.79 million in overbilling across 31 monthly invoices), breach of fiduciary duty (built on a new

“agency” theory not present in the original), Texas unfair competition, Texas trademark dilution, Texas common-law false designation of origin, tortious interference, and sweeping declaratory relief over RobotEvents.com, the team and event data, RECF’s game manuals, and the entire competition ecosystem. The amended pleading is filed concurrently with an application for a Temporary Restraining Order that would, if granted, prohibit RECF from holding any competition “involving VEX Robotics products,” require RECF to surrender all credentials and system access within twenty-four hours, require RECF to send a court-ordered “corrective notice” to every team, school, coach, Event Partner, and vendor it has communicated with since May 10, and effectively shut down the 2026–2027 competition season.

70. The expansion from three causes of action to ten, and from a \$10.3 million collections claim to a comprehensive demand for the destruction of RECF’s independent identity and programs, in less than four weeks, was not the product of newly discovered facts. The facts on which the amended petition’s new theories rely were known to VEX throughout the original pleading period. The rebate invoices were the same. The ADC was the same. RobotEvents.com was the same. TEAM Alliance was the same. What changed was not the underlying facts. What changed was VEX’s litigation posture in response to RECF’s refusal to capitulate. The amended petition is not the natural progression of a commercial-collections case. It is the litigation embodiment of the threats Mr. Norman made in the summer of 2025: destroy RECF; ruin RECF and bury it in legal actions; replace RECF with a competing nonprofit. VEX is now executing those threats in this Court.

J. The Real Stakes.

71. The harm of VEX’s conduct extends well beyond RECF as an institution. RECF’s mission obliges RECF to serve every student who wishes to participate in competitive STEM,

including students at schools that cannot afford VEX’s premium hardware, JROTC units operating on federal appropriations, rural school districts that depend on lower-cost drone and parts options, indigenous communities, girls and women in STEM, students at Title I schools, and international participants for whom VEX-only programming is economically out of reach. To these students, RECF’s independence—its freedom to design programs that accommodate diverse equipment and economic realities—is the difference between participation and exclusion.

72. Hundreds of thousands of students, thousands of schools, hundreds of JROTC units, federal grantors, and a community of educators built over sixteen years all depend on the continuity of RECF’s programs. The lawsuit VEX has brought, and the Temporary Restraining Order VEX now seeks, would, if granted, deprive students of the 2026–2027 competitive-robotics season with RECF’s current programs, deprive JROTC of the educational drone-competition platform it has used for five years, deprive federal grantors of the program performance for which they contracted, and deprive countless underrepresented and under-resourced students of the opportunity to participate in competitive STEM at all. The relief VEX seeks is not commercial. It is punitive. It is the final move in a coercion campaign that began with threats to destroy RECF and that ends, if VEX prevails, with the destruction Mr. Norman promised—destruction inflicted on a public charity for refusing to subordinate its mission to a hardware vendor’s commercial demands.

CAUSES OF ACTION

Count One: Breach of Contract against VEX.

73. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

74. RECF and VEX entered into an enforceable agreement, formed and confirmed through written communications, course of dealing, and partial performance over more than a

decade. Among other things, the parties agreed that (i) VEX would pay RECF a 30% rebate on all RECF purchases of VEX equipment, other than purchases funded by VEX-funded grants; (ii) VEX would pay RECF a 15% rebate on VEX products purchased directly by JROTC; (iii) RECF would receive commissions and fees for services rendered to VEX, including international support, state-funding-program administration, and Career and Technical Education and Workforce Development programs; and (iv) the parties would manage invoice reconciliations cooperatively, with VEX requesting resubmission when corrections were required.

75. RECF fulfilled its obligations under the agreement. RECF managed VEX competitions, operated the RSM and Event Partner network, hosted the World Championships, judged and awarded competitions, and assisted VEX in selling its products to coaches, partners, and students. RECF continued to perform throughout the pendency of the parties' dispute, including through the 2025–2026 competition season.

76. VEX breached the agreement. Beginning in 2022, VEX stopped paying the 30% and 15% rebates. VEX has continued to refuse to pay. VEX failed to pay commissions and fees for services VEX accepted from RECF. VEX has failed to provide the underlying calculations supporting its disputes despite RECF's repeated requests. On October 21, 2025, Mr. Norman acknowledged that the amount or balance shown in the account submitted by RECF is correct and unpaid, but VEX nonetheless refused to pay.

77. VEX's breach has caused RECF compensatory damages in excess of \$8 million, the precise amount to be proved at trial. RECF further sues for attorneys' fees and prejudgment and post-judgment interest as allowed by law.

Count Two: Breach of the IT Services Agreement against IFI.

78. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

79. Since October 2, 2017, IFI and RECF have been parties to the IT Service Agreement and License Agreement, which licenses to RECF the use of the Team and Event Management software in return for monthly license-fee payments of \$12,000. The IT Agreement renews annually on October 2 and is currently in effect through October 2, 2026.

80. RECF has performed its obligations under the IT Agreement, including by paying the monthly license fees through the present.

81. IFI has breached the IT Agreement by, among other acts, permitting its wholly-owned subsidiary VEX to revoke RECF's administrative access and login credentials to the licensed software on April 30, 2026, and by failing to restore RECF's access notwithstanding the continued operation of the IT Agreement through October 2, 2026.

82. IFI's breach has caused RECF damages in an amount to be proved at trial, including but not limited to damages flowing from RECF's inability to manage registrations, payments, event scheduling, team data, and Event Partner relationships during the active 2026–2027 season-planning cycle.

Count Three: Promissory Estoppel against VEX.

83. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

84. VEX made specific promises to RECF, including without limitation: (i) that VEX would pay amounts due and owing to RECF; (ii) that VEX would pay the 30% and 15% rebates on VEX products sold by RECF and JROTC; (iii) that VEX would permit RECF to utilize the

Team and Event Management software on RobotEvents.com; and (iv) that VEX would not withdraw the licenses granted to RECF for the use of VEX's intellectual property in the competitions.

85. RECF reasonably and substantially relied on VEX's promises to its detriment, including by investing in the 2026–2027 competition season, by entering into and performing under federal grants and contracts (including with NASA and JROTC), by entering into vendor and venue contracts in reliance on continued access to the platform, and by communicating to its community of teams, coaches, and Event Partners that the 2026–2027 season would proceed.

86. Injustice can be avoided only by enforcing VEX's promises.

Count Four: Quantum Meruit and Unjust Enrichment against VEX.

87. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

88. In the alternative to Count One, RECF provided valuable services and goods to VEX, including by operating the VEX-branded competitions, by managing and administering the World Championships, by overseeing judging and award criteria, by maintaining the RSM and Event Partner networks, by collecting registration fees, by assisting in product sales to coaches and teams, and by administering grant-funded programs.

89. VEX accepted those services and goods, knowing that RECF expected compensation for them based on the parties' history of conduct.

90. It would be unjust to permit VEX to retain the benefits of RECF's services and goods without paying RECF the reasonable value of those services and goods.

Count Five: Tortious Interference with Existing Contracts against VEX and IFI.

91. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

92. RECF has existing contracts with third parties whose performance has been disrupted by VEX's and IFI's conduct, including without limitation: (i) federal grants and contracts with NASA, JROTC; (ii) Event Partner agreements with hundreds of school-based, community-based, and military-based event hosts across the United States and internationally; (iii) registration agreements with thousands of teams and schools for the 2026–2027 season; (iv) sponsorship and donor agreements with corporate and philanthropic supporters; (v) vendor contracts with convention-center operators (including for the 2027 World Championship in St. Louis), trade-show and audio-visual support providers, and housing and hotel providers; and (vi) employment and contractor relationships with RECF staff, RSMs, and judges.

93. VEX and IFI knew, or had reason to know, of these contracts. RECF managed the VEX-branded competitions on which many of these contracts depend, and VEX's and IFI's own communications with the relevant counterparties, including communications with JROTC, with Event Partners, and with vendors, reflect VEX's and IFI's knowledge of these relationships.

94. VEX and IFI willfully and intentionally interfered with these contracts by, among other acts, (i) coercing RECF to abandon the ADC as a condition of resolving the invoice dispute, (ii) revoking RECF's access to the Team and Event Management software, (iii) intercepting and rerouting RECF's invoices and payments, (iv) communicating directly with RECF's contractual counterparties in ways designed to displace RECF, and (v) filing and prosecuting this litigation as a coercive instrument.

95. VEX's and IFI's interference was independently tortious and unlawful. Among other things, it involved misuse of VEX's position as the parent's subsidiary to revoke access under a license RECF was paying for; conversion of RECF's funds; misrepresentation regarding the source, sponsorship, and origin of RECF's programs; and coercion accomplished by threats of destruction and personal retaliation.

96. VEX's and IFI's interference proximately caused RECF damages, including lost revenue, lost goodwill, loss of business opportunities, disruption of programs, and expenses incurred to mitigate the harms of VEX's and IFI's conduct.

Count Six: Tortious Interference with Prospective Business Relations against VEX and IFI.

97. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

98. RECF had a reasonable probability of entering into prospective business relationships, including but not limited to anticipated 2026–2027 season registrations, anticipated renewals of federal grants and contracts, anticipated sponsorship and donor relationships, and anticipated continued Event Partner engagements.

99. VEX and IFI knew of RECF's prospective business relationships and intentionally interfered with them by the conduct described above, including by the public communications around the May 10 termination letter, by the unilateral rebranding of RobotEvents.com, by the diversion of payments, and by the filing of this litigation.

100. VEX's and IFI's conduct was independently tortious for the reasons stated in Count Five.

101. RECF suffered actual damages because VEX and IFI's conduct has prevented RECF from entering into these relationships.

102. VEX and IFI's interference proximately caused injury to RECF in an amount to be proved at trial.

Count Seven: Texas Harmful Access by Computer (Tex. Civ. Prac. & Rem. Code Chapter 143) against VEX and IFI.

103. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

104. Under Tex. Penal Code § 33.02 and Tex. Civ. Prac. & Rem. Code Chapter 143, a person who knowingly accesses a computer, computer network, or computer system without the effective consent of the owner, or who exceeds the scope of permitted access, is liable to the injured party for actual damages and reasonable attorneys' fees.

105. RECF was the licensee, under the IT Services Agreement, of the Team and Event Management software on RobotEvents.com and held administrative credentials in that capacity. On April 30, 2026, while the IT Services Agreement remained in effect and while RECF continued to pay the monthly license fees, VEX and IFI revoked RECF's administrative access and login credentials without RECF's consent. VEX and IFI exceeded the scope of any permitted control they retained over the system.

106. RECF has sustained damages as a result, including but not limited to lost revenue, lost goodwill, the operational disruption of the 2026–2027 season-planning cycle, and damages flowing from VEX's and IFI's subsequent unilateral manipulation of the system in RECF's absence. RECF is entitled to actual damages and reasonable attorneys' fees.

Count Eight: False Designation of Origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) against VEX.

107. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

108. RECF has built substantial goodwill, recognition, and trust with coaches, educators, teams, JROTC instructors, parents, Event Partners, schools, universities, federal grantors, and the broader STEM-education community over sixteen years of operation. RECF's identity — its name, its mark, its RSM network, its programs (including the ADC and Signature Events), and its direct relationships with the community — constitutes a protectable commercial interest under Texas common law.

109. VEX's removal of RECF RSM contact information from the Team and Event Management software, VEX's substitution of VEX personnel and contact points in their place, VEX's alteration of payee information on RECF's invoices, VEX's undisclosed rebranding of RobotEvents.com in May 2025 while continuing to collect registrations under the appearance of RECF's programs, and VEX's communications to the community implying that VEX rather than RECF will operate the upcoming season constitute false designations of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

110. These acts are likely to cause — and have in fact caused — confusion, mistake, and deception as to the affiliation, connection, and association between VEX and RECF and as to the origin, sponsorship, and approval of the programs, services, and registrations offered through and around RobotEvents.com.

111. RECF is entitled to actual damages, disgorgement of any benefits VEX obtained from the false designation, injunctive relief, and other available remedies under Texas law.

Count Nine: Common-Law Unfair Competition against VEX and IFI.

112. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

113. VEX and IFI have misappropriated RECF's goodwill, recognition, and trust with coaches, educators, teams, JROTC instructors, parents, Event Partners, schools, universities, federal grantors, and the broader STEM-education community for its own benefit.

114. VEX's and IFI's conduct, taken as a whole—coercion under the threat of destruction, exploitation of the parties' longstanding partnership to extract control over RECF's independent programs, undisclosed appropriation of RobotEvents.com, diversion of payments, interference with customer relationships, and manipulation of post-termination communications to displace RECF from the community RECF built—constitutes unfair competition under Texas common law because it is an attempt to gain a competitive advantage in the marketplace .

115. RECF has suffered damages as a proximate result of VEX's and IFI's unfair competition in amounts to be proved at trial.

Count Ten: Declaratory Judgment.

116. RECF incorporates by reference the allegations of all preceding paragraphs as if fully set forth herein.

117. Under the Texas Uniform Declaratory Judgments Act, Tex. Civ. Prac. & Rem. Code §§ 37.001 *et seq.*, an actual controversy exists between RECF on the one hand and VEX and IFI on the other concerning the parties' respective rights and obligations.

118. RECF seeks declarations from this Court that:

- a. RECF owns the RobotEvents.com domain, having registered the domain, paid the annual renewal fees, branded the site as RECF's for the duration of its public-facing presence prior to VEX's May 2025 rebranding, and operated the site's underlying registration and event activities through RECF's independent operations;
- b. RECF owns the team-registration, Event Partner, coach, and competition-result data collected through RECF's programs, having generated and collected that data in the course of operating RECF's programs and having used that data to run those programs;

- c. owns and is the developer, brand-holder, and operator of the Signature Events concept, the Code of Conduct, the Student-Centered Policy, the Qualifying Criteria, the Commitment to Event/Coach Excellence, the Guide to Judging, and other RECF-developed program resources used in the competitions;
- d. RECF is an independent nonprofit operator and has never been, and is not now, VEX's "agent" as that term is used in VEX's First Amended Petition, and that RECF owes VEX no fiduciary duties arising out of any purported agency relationship;
- e. RECF has no contractual or legal obligation to abandon the Aerial Drone Competition, and any attempt by VEX or IFI to condition the resolution of commercial disputes on RECF's surrender of the ADC is unenforceable;
- f. The IT Services Agreement between IFI and RECF dated October 2, 2017, as renewed, remains in effect through October 2, 2026, and VEX has no authority to revoke RECF's administrative access to the licensed software during the term of the agreement; and
- g. RECF's continued use of RECF's own marks, brand, RSM network, Event Partner relationships, and program identity in the operation of the 2026–2027 competition season is not a violation of any right of VEX or IFI.

JURY DEMAND

119. RECF demands a jury trial and tenders the appropriate fee with this Counterclaim and Third-Party Petition.

REQUEST FOR ATTORNEYS' FEES

120. RECF is entitled to recover its attorneys' fees pursuant to Tex. Civ. Prac. & Rem. Code § 38.001 *et seq.*, for its breach-of-contract claims; Tex. Civ. Prac. & Rem. Code § 143.002, for its Harmful Access by Computer claim; Tex. Civ. Prac. & Rem. Code § 37.009, for its declaratory-judgment claim; and any other applicable provision of Texas law.

PRAYER FOR RELIEF

WHEREFORE, RECF respectfully requests that this Court enter judgment in RECF's favor against VEX and IFI, jointly and severally to the extent permitted by law, awarding RECF:

(a) actual damages in excess of \$8 million on the contract and quasi-contract claims, plus additional

consequential and special damages on all claims in amounts to be proved at trial; (b) disgorgement of profits and benefits VEX and IFI obtained from their tortious conduct; (c) the declaratory relief set forth in Count Ten; (d) injunctive relief as appropriate to remedy ongoing harms; (e) attorneys' fees, costs of court, and prejudgment and post-judgment interest at the maximum rate allowed by law; and (f) such other and further relief, at law and in equity, to which RECF may show itself justly entitled.

Dated: May 20, 2026

Respectfully submitted,

By: /s/ Joseph A. Fischer, III

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**ATTORNEYS FOR DEFENDANT/COUNTER-
PLAINTIFF/**

**THIRD-PARTY PLAINTIFF ROBOTICS
EDUCATION
AND COMPETITION FOUNDATION, INC.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on all parties of record through the EFile Texas electronic filing system on May 20, 2026, in accordance with the Texas Rules of Civil Procedure.

/s/ Maggie I. Burreson
Maggie I. Burreson

CAUSE NO. 96313

VEX ROBOTICS, INC.,	§	IN THE DISTRICT COURT
Plaintiff/Counter-Defendant,	§	
v.	§	354TH JUDICIAL DISTRICT
ROBOTICS EDUCATION AND	§	
COMPETITION FOUNDATION, INC.,	§	
Defendant/Counter-Plaintiff/	§	
Third-Party Plaintiff,	§	
v.	§	HUNT COUNTY, TEXAS
INNOVATION FIRST	§	
INTERNATIONAL, INC.,	§	
Third-Party Defendant.	§	

DECLARATION OF DAN MANTZ

I, Dan Mantz, declare under penalty of perjury under the laws of the State of Texas that the following is true and correct:

I. Background and Personal Knowledge.

1. I am over the age of eighteen, of sound mind, and competent to make this Declaration. I have personal knowledge of the facts stated herein, and if called as a witness, I could and would testify to them.

2. I am an engineer and the Chief Executive Officer of the Robotics Education & Competition Foundation, Inc. (“RECF”). I have served as RECF’s CEO since 2017. I previously spent more than 25 years in engineering and management roles in industry, including 19 years at FANUC Robotics, where I served first as a Controls Engineer and later as Director of Product Development.

3. I make this Declaration in support of RECF’s Counterclaims and Third-Party Petition and in opposition to the application of Plaintiff VEX Robotics, Inc. (“VEX”) for a Temporary Restraining Order. I am familiar with the books, records, communications, and operations of RECF that are referenced in this Declaration. The records I describe are made and kept in the ordinary course of RECF’s operations.

II. RECF’s Mission and Independent Identity.

4. The mission of RECF is to inspire every student — regardless of background, geography, or family income — to pursue science, technology, engineering, mathematics, and computer-science education through hands-on competitive robotics. RECF's programs reach approximately 200,000 students each year across more than 30,000 teams in over 100 countries. RECF's competition is one of the largest and fastest-growing middle-school and high-school robotics programs in the world. RECF works with more than 100 universities, colleges, and other organizations that offer scholarship opportunities to students who compete in RECF's programs. The RECF Scholarship Program offers access to hundreds of scholarships valued over \$100M. RECF partners with NASA, the U.S. Department of Defense STEM Initiative, JROTC Army, JROTC Air Force, the Texas Workforce Commission, and federal, state, and local educational agencies to extend competitive STEM education to students who would otherwise have little access to it — including students at Title I schools, students in rural school districts, JROTC participants, students in indigenous and under-resourced communities, and international participants in countries where premium robotics hardware would otherwise place competitive STEM out of reach. RECF's mission is the foundation of its identity as a public charity and the standard against which I assess all of the conduct described in this Declaration.

5. RECF is a Michigan nonprofit corporation that has been recognized by the Internal Revenue Service as a public charity exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. RECF's principal office is located at 1519 I-30, Greenville, Texas 75402.

6. RECF has been operated at all times as an independent organization. RECF has its own employees, its own payroll system, its own employee benefits, its own bank accounts, its own donors, its own audited financial statements, its own annual tax filings, and its own independent board of directors. RECF's board governs RECF in accordance with Michigan nonprofit law and IRS requirements applicable to public charities.

7. RECF is financially supported by a diverse range of independent sources. RECF has received and currently performs under federal grants and contracts from NASA, the U.S. Department of Defense STEM Initiative, JROTC, and the Texas Workforce Commission. RECF also receives private philanthropic support and registration fees from participating teams. None of RECF's grants or contracts is contingent on VEX's sponsorship, approval, or participation.

8. RECF developed and owns the operational and governance documents that structure RECF's programs. These include the RECF Code of Conduct, the Student-Centered Policy, the Qualifying Criteria, the Commitment to Event/Coach Excellence, and the Guide to Judging. These documents were independently developed by RECF over the years to support RECF's programs and continue to be used by RECF today.

9. RECF maintains its books and records on the accrual basis of accounting in accordance with generally accepted accounting principles. RECF recognizes expenses when invoiced. Those expenses are reflected in RECF's tax filings, annual reports, and audited financial statements. RECF's accounting practices are consistent with those of other 501(c)(3) public charities. No auditor, tax authority, or grantor has ever raised an objection to RECF's accounting practices.

10. RECF has never been an "agent" of VEX or IFI. No written or oral agency agreement exists between RECF and VEX or IFI. I am not aware of any document or course of dealing in the more than fifteen years since RECF's incorporation in which RECF has characterized itself as VEX's agent or in which VEX has characterized RECF that way. Until VEX filed its First Amended Petition in this case, I had never seen VEX assert that RECF was VEX's "agent" acting "only for VEX's benefit." That characterization is inconsistent with sixteen years of practical operations, financial relationships, and contractual dealings between the two organizations.

III. The Partnership with VEX.

11. RECF and VEX collaborated closely on competitive robotics for over fifteen years. The partnership divided responsibilities clearly. VEX designed and manufactured the robotic components used in competitions — the electronics, mechanical hardware, field elements, and scoring objects for each year's game. RECF operated everything else: the competitions, the events, the World Championships, the judging structure, the awards criteria, the Regional Support Manager ("RSM") network, the Event Partner network, and the direct relationships with students, coaches, teachers, schools, JROTC instructors, and volunteers.

12. Under the parties' longstanding course of dealing, VEX agreed to pay RECF a 30% rebate on RECF's purchases of VEX equipment, except for purchases funded by VEX-

funded grants. The 30% rebate applied to all RECF purchases, not only to purchases connected to grant-funded programs. The terms of the rebate structure were documented in written communications between the parties over the years.

13. VEX also agreed to pay RECF a 15% rebate on VEX products purchased directly from VEX by JROTC. RECF assisted in administering JROTC's purchases as part of RECF's broader support of the JROTC robotics program.

14. In addition to product rebates, RECF earned commissions and fees from VEX for services that RECF provided to VEX over the years, including international support services, state-funding-program administration, the Career and Technical Education and Workforce Development programs, and other services that VEX requested and accepted.

15. RECF also shipped VEX products on behalf of VEX not only to competition teams but also to Event Partners, partner organizations, schools, and other entities at RECF's direction. The customer-facing relationships in the competitive-robotics community sit with RECF, not VEX. RECF's Event Partners, coaches, and teams interact directly with RECF's RSM network and receive RECF's communications. By contrast, VEX staff have not regularly attended Event Partner events. I believe discovery will confirm that VEX staff attended very few Event Partner events over the past five years.

16. In connection with promotion of Event Partner discounts, RECF always communicated to Event Partners that the discounts were provided as part of the "RECF EP grant." VEX was aware of this longstanding RECF practice and never communicated to RECF that it should be discontinued or altered. VEX permitted this practice over a sustained period and continued to perform under the parties' rebate structure during the years in which RECF's practice was in effect.

17. From time to time, VEX permitted RECF to sell certain VEX products to teams and partners at the previously listed prices even after VEX had published increased prices. That accommodation was an element of the parties' course of dealing reflecting the long-term partnership between the organizations.

18. Tony Norman, the CEO of VEX and IFI, previously served on RECF's board of directors until in or around November 2022. During the period that Mr. Norman served on RECF's board, he participated in RECF's board deliberations — including the deliberations and approval relating to the launch and expansion of RECF's Aerial Drone Competition.

IV. The Aerial Drone Competition.

19. In or around 2019, under my leadership, RECF launched the Aerial Drone Competition (“ADC”). The ADC was developed independently by RECF as a way to expand competitive STEM into the rapidly growing field of drone education. The RECF Board reviewed and approved the launch of the ADC. Mr. Norman was a member of the RECF Board at that time.

20. Beginning in 2020, the ADC was hosted on RobotEvents.com. The ADC remained on RobotEvents.com through May 2025. For five consecutive years, the platform hosted the ADC alongside the VEX-branded competitions. VEX never objected to the ADC’s presence on RobotEvents.com during those five years. VEX never asserted to RECF that the ADC was inconsistent with the parties’ partnership. Historical captures of RobotEvents.com available through the Internet Archive Wayback Machine reflect the presence of the ADC on the platform during those years and reflect the RECF branding of the site.

21. In the 2020–2021 season, JROTC Army formally selected the ADC as its drone-competition platform. In the 2022–2023 season, JROTC Air Force joined the ADC. The JROTC partnerships grew the ADC by approximately 700 drone teams. The ADC also led RECF to grants and contracts with NASA, the U.S. Department of Defense STEM Initiative, and the Texas Workforce Commission. RECF’s ability to perform under those grants and contracts depends on RECF’s continued operation of the ADC.

22. In 2022, RECF hosted the Aerial Drones competition as part of VEX's own annual World Championship event. VEX promoted, accommodated, and supported RECF's drone program at the VEX-branded World Championship two years before VEX announced VEX Air. VEX's contemporaneous endorsement of the ADC at its own flagship event is inconsistent with VEX's later characterization of the ADC as inconsistent with the parties' partnership. At the time RECF launched the ADC and during the years when the ADC was

growing, VEX did not manufacture, sell, or promote drone products. VEX showed no interest in operating a drone competition. The ADC permitted use of drones from third-party manufacturers, which was appropriate to the educational scope of the program and to the diverse needs of the participating school, JROTC, and partner communities.

V. VEX's Quiet Development of a Competing Drone.

23. In or around April 2023 — while the ADC continued to grow on the RobotEvents.com platform and RECF continued to invest in JROTC partnerships and federal grants — VEX quietly began developing a competing drone product.

24. In May 2024, at the annual VEX Robotics World Championship, VEX unveiled “VEX Air,” its proprietary drone product line. The announcement at the World Championship was a surprise to RECF and to the broader ADC community RECF had built over the preceding five years. Following the announcement, VEX held a commercial position that was no longer aligned with the ADC: VEX could profit from its new drone product line only if drone teams purchased VEX drones, but the largest established educational drone-competition community in the United States was already participating in the ADC under a program that permitted multiple manufacturers.

VI. VEX's Pressure Campaign Begins.

25. Beginning in 2022, VEX stopped paying RECF the 30% and 15% rebates that VEX had been paying RECF under the parties' longstanding course of dealing. VEX did not provide a contractual basis for ceasing payment. VEX did not provide an accounting. VEX simply stopped paying. VEX has continued to refuse to pay the rebates to the present.

26. Notwithstanding the missed rebates, the partnership between RECF and VEX continued for several years. There were practical reasons for that continuity. VEX depended on RECF's RSM network, Event Partner relationships, and community of coaches and teams to continue selling VEX products into the educational market — VEX needed RECF to move its product. RECF, for its part, was simultaneously owed millions of dollars by VEX in unpaid rebates while itself continuing to purchase VEX products in significant volume. The parties' obligations to one another were of broadly comparable magnitude. RECF and VEX managed the imbalance commercially — effectively offsetting amounts owed in each direction — rather than

litigating it. The partnership endured because, despite the unpaid rebates, neither side had yet broken the relationship.

27. That equilibrium ended in 2025. By that time, VEX had completed development of VEX Air and was preparing to launch into the drone-competition marketplace. The continued existence of RECF's independent Aerial Drone Competition — a program permitting teams to use drones from manufacturers other than VEX — became, in VEX's view, an obstacle to its commercial plans. In the summer of 2025, VEX demanded that RECF wind down the Aerial Drone Competition entirely. RECF refused. From that point, what had been a commercial relationship managed through accommodation became an open campaign by VEX to force RECF's submission.

28. Beginning in 2024 and continuing into 2025, VEX began disputing rebate invoices that RECF had submitted. The dispute process worked cooperatively at first. When VEX believed that an invoice contained an error or required correction, VEX would communicate that to RECF, and RECF would review and resubmit. For example, in connection with one invoice in July 2023, VEX communicated to RECF that the invoice was not correct and that RECF would need to resubmit it. RECF did so. That was the normal pattern of cooperative invoice reconciliation between the parties.

29. Despite my repeated requests — and similar requests by RECF's finance staff — VEX has never provided RECF with the underlying calculations that VEX claims support its disputes regarding the rebate invoices. When RECF has asked VEX how VEX arrived at its adjusted figures, VEX's response has been substantively that "our numbers are accurate," without providing supporting work, methodology, or the underlying data. VEX has not, to this day, provided RECF with the calculations that VEX now characterizes in its First Amended Petition as the basis for \$1,792,264.29 in alleged overbilling.

VII. The Coercion Meetings and Mr. Norman's Threats.

30. On June 18, 2025, RECF representatives attended a meeting at IFI. Mr. Norman did not attend the meeting. In his absence, Larry Harris, IFI's Chief Operating Officer, provided a notebook with adjusted RECF invoice totals owed by VEX.

31. In August 2025, in further meetings, Mr. Norman communicated that the ADC must be wound down as a condition of any settlement of the invoice dispute. Mr. Norman threatened to destroy RECF if RECF did not comply. Mr. Norman threatened to ruin RECF and bury it in legal actions. Mr. Norman threatened to launch a competing nonprofit that would displace RECF in the educational-robotics community.

32. Mr. Norman's threats were directed against RECF as an institution. Throughout this period, Mr. Norman's conduct extended to RECF staff and members of the RECF Board of Directors. Mr. Norman's conduct created a hostile and intimidating environment surrounding all communications between RECF and VEX. RECF staff and board members reported to me that Mr. Norman's behavior was abusive and threatening.

33. On September 19, 2025, Mr. Norman sent me a letter demanding payment of invoices for amounts allegedly owed by RECF to VEX. A true and correct copy of that letter is attached as **Exhibit A**. The letter contained no calculations to support the disputed amounts. The letter alleged, without contractual basis or prior practice, that VEX had merely permitted RECF to collect and retain team-registration fees and was revoking that permission.

34. On October 8, 2025, Mr. Norman sent a letter that made his demand explicit in writing. Mr. Norman stated that any path forward involved a "definitive wind-down of the RECF-managed Aerial Drone Competition."

VIII. TEAM Alliance and Defensive Business-Continuity Planning.

35. In response to Mr. Norman's repeated and credible threats to destroy RECF, to ruin RECF and bury it in legal actions, and to launch a competing nonprofit, the RECF Board of Directors endorsed prudent business-continuity planning. That planning included reaching out to other potential partners and exploring backup operational arrangements that would allow RECF to continue serving its students, JROTC partners, and federal grantors if Mr. Norman acted on his threats. The Board's endorsement of this business-continuity planning was a fiduciary response to a credible existential threat. It was not, and was never intended to be, a conflict of interest with VEX.

36. As part of these defensive efforts — and contrary to VEX's characterization in its First Amended Petition — a separate not-for-profit entity called TEAM Alliance was formed by

individuals associated with RECF, including me. The formation of TEAM Alliance was a direct response to the threats Mr. Norman had made to destroy RECF, ruin RECF and bury it in legal actions, and start his own competing nonprofit. I did not, and other RECF personnel involved did not, share any RECF proprietary information with TEAM Alliance. RECF's performance under its existing partnership with VEX continued without disruption during this period — in fact, RECF's VEX-affiliated programs continued to grow. Public records and RECF's own performance metrics for VEX teams during this period bear that out.

37. Mr. Norman acted on the third of the three threats he had made in August 2025. In or around September 2025, Mr. Norman founded a nonprofit called the Global Robotics & Science Foundation. The Global Robotics & Science Foundation was established as a competitor to RECF, in execution of the very threat Mr. Norman had made to me weeks earlier. Mr. Norman's establishment of a competing nonprofit confirms that the other threats — to destroy RECF and to ruin RECF and bury it in legal actions — were credible at the time they were made.

38. I departed from TEAM Alliance in February 2026. I am no longer affiliated with TEAM Alliance in any capacity. To my knowledge, RECF does not share staff, resources, office space, infrastructure, or funding with TEAM Alliance.

39. To my knowledge, RECF is not affiliated with Sphero, Inc., and no member of the educational-robotics community has reasonably understood RECF to be affiliated with Sphero.

IX. RobotEvents.com Ownership and VEX's Unilateral Rebranding.

40. RECF owns the RobotEvents.com domain. RECF has paid the annual domain-renewal fees since the domain was registered. Records reflecting domain registration and renewal payments are maintained in RECF's ordinary records.

41. From the inception of the public-facing RobotEvents.com website until approximately May 2025, the website was branded as an RECF site. The site featured RECF's name, marks, contact information, RSM listings, and program identity. The site promoted RECF's programs, including — from 2020 through May 2025 — RECF's Aerial Drone Competition. Historical captures of the RobotEvents.com website available through the Internet Archive Wayback Machine reflect the RECF-branded character of the site over the years preceding May 2025. The Wayback Machine captures are publicly available, contemporaneous,

and consistent with my own knowledge of how the site presented itself to the community throughout that period.

42. In or around May 2025, VEX unilaterally rebranded RobotEvents.com without notice to RECF. VEX removed RECF's name, contact information, and RSM listings from the site. VEX continued to collect registrations from teams and other community members through the platform after rebranding. VEX did not disclose to the registrants that VEX (rather than RECF) now intended to operate the competitions for which they were registering. That undisclosed substitution caused confusion in the community and was, in my view, deceptive.

43. The hosting company responsible for serving the RobotEvents.com website recognized RECF's ownership of the domain. When the operational control of the platform became contested, the hosting company assisted RECF in moving the site to a different server. That assistance was provided based on the hosting company's recognition of RECF's ownership rights, which are reflected in the registrar records.

44. The data reflected in the Team and Event Management database — team registrations, Event Partner records, coach contact information, competition results, and similar information — was generated by RECF in the course of operating RECF's programs. The data was collected by RECF, stored in connection with RECF's use of the licensed software, and used by RECF to run RECF's programs. RECF holds the contractual and operational relationships with the individuals and institutions whose information is reflected in the database.

45. Although RECF licenses the use of the Team and Event Management software from IFI under the IT Services Agreement (described below), the ownership of the domain, the public-facing branding of the site, the data generated through RECF's operations, and the customer-facing relationships of the community on the site are all RECF's.

X. The IT Services Agreement, the April 30 Lockout, and the May 10 Termination Letter.

46. On October 2, 2017, IFI and RECF entered into an IT Service Agreement and License Agreement (the "IT Agreement"). The IT Agreement licenses to RECF the use of the Team and Event Management software hosted on RobotEvents.com. Both parties have performed under the IT Agreement for nine years. The license fee was modified during that period from \$10,000 per month to \$12,000 per month. The IT Agreement renews annually on

October 2. The most recent renewal is in effect from October 2, 2025 through October 2, 2026. RECF has paid the monthly license fee, including for the period after the April 30, 2026 lockout described below. Attached as **Exhibit J** is a true and correct copy of the IT Agreement.

47. On April 30, 2026 — the day after the conclusion of the 2025–2026 competition season and at the height of the planning cycle for the 2026–2027 season — VEX and IFI revoked the administrative access and login credentials of all RECF staff to the Team and Event Management software. RECF received no notice. RECF received no opportunity to respond. RECF received no contemporaneous termination of the IT Agreement under which RECF had a contractual right to access. Throughout the period before and after the lockout, RECF was, and remains, a paying licensee of the software. RECF has continued to pay the monthly \$12,000 license fee under the IT Services Agreement, including for the period after the lockout. In my judgment, based on the timing of the lockout (the day after the season ended but at the beginning of the planning cycle for the next), the comprehensive nature of the lockout (every credential, all at once, with no notice), and the surrounding pattern of demands described above, the lockout was a calculated effort to deprive RECF of the operational infrastructure necessary to run its programs at all — and thereby to force RECF’s capitulation by operational paralysis when financial pressure and verbal threats had not.

48. On May 10, 2026, IFI’s and VEX’s General Counsel, John Harvey, sent a letter purporting to terminate every agreement between RECF and VEX. The May 10 letter specifically excluded the IT Services Agreement from termination. The letter stated that “the IT Services Agreement remains in effect solely in accordance with its own terms.” In other words, the very agreement under which RECF had a contractual right to access the Team and Event Management software was not terminated — yet VEX had revoked RECF’s access ten days earlier. A true and correct copy of the May 10 letter is attached as **Exhibit B**. A true and correct copy of the other May 10 letter dealing with IT Services is attached as **Exhibit K**.

49. In connection with the April 30 lockout and the May 10 termination letter, VEX intercepted and modified outstanding invoices related to a competition known as the RECF Summit. The original invoices identified RECF as the payee and listed RECF’s address. VEX changed the invoices to identify VEX as the payee and to list VEX’s address. As a result, RECF clients who had received services from RECF were misdirected into paying VEX. One client,

Omaha Public Schools, noticed the discrepancy and asked whether the new payee information was correct. Other clients have similarly been confused by VEX's alteration of the invoices. A true and correct copy of communications reflecting that confusion is attached as **Exhibit H**.

XI. The Litigation Chronology.

50. On April 28, 2026, VEX filed its Original Petition in this action. The Original Petition alleged three causes of action: breach of contract, quantum meruit, and sworn account. The Original Petition sought \$10,334,028.45 in invoice amounts. The Original Petition made no allegation that RECF was VEX's "agent." It made no allegation of fraud. It made no allegation of breach of fiduciary duty. It made no claim to ownership of RobotEvents.com, the team and event data, or VEX's trademarks. It made no mention of TEAM Alliance. It sought no injunctive relief and no Temporary Restraining Order.

51. Following the filing of the Original Petition, RECF retained counsel, organized its defense, prepared its counterclaim, and continued to operate its programs in the ordinary course — supporting teams, supporting Event Partners, supporting JROTC, and planning the 2026–2027 season. RECF did not, and would not, capitulate to the underlying demands that had given rise to VEX's conduct in 2025 and early 2026.

52. Today, May 20, 2026 — less than four weeks after the Original Petition was filed — VEX has filed a First Amended Petition that bears little resemblance to its original pleading. The Amended Petition adds seven new causes of action: fraud (supported by a detailed table alleging \$1,792,264.29 in rebate overbilling), breach of fiduciary duty (built on a new "agency" theory not asserted in the Original Petition), Texas unfair competition, Texas trademark dilution, Texas common-law false designation of origin, tortious interference, and sweeping declaratory relief seeking ownership of RobotEvents.com, the platform infrastructure, the team and event data, VEX's marks, RECF's game manuals, and the entire competition ecosystem. The Amended Petition is filed concurrently with an application for a Temporary Restraining Order that would, if granted, prohibit RECF from holding any competition involving VEX Robotics products, require RECF to surrender all credentials and system access within 24 hours, require RECF to send a court-ordered corrective notice to every team, school, coach, and Event Partner with which RECF has communicated since May 10, and effectively shut down RECF's 2026–2027 competition season.

53. The facts underlying the new claims in the Amended Petition — the 31 monthly rebate invoices, the Aerial Drone Competition, the RobotEvents.com platform, TEAM Alliance, VEX's product sales to RECF, the contracts with NASA, the U.S. Department of Defense STEM Initiative, JROTC, and the Texas Workforce Commission — were known to VEX throughout the period preceding the Original Petition. The facts did not change in the four weeks between the Original Petition and the Amended Petition. What changed was that RECF refused to capitulate.

XII. Confusion in the Community and Harm to RECF.

54. VEX's removal of RECF RSM contact information from the Team and Event Management software, VEX's substitution of VEX personnel and contact points in their place, VEX's alteration of payee information on RECF's invoices, and VEX's communications to the community after the May 10 termination letter have caused widespread confusion among coaches, teams, schools, Event Partners, and parents about whether they are dealing with RECF or with VEX, and about whose program will operate the 2026–2027 competition season.

55. In particular, VEX's actions have caused community members to attempt to direct support inquiries to VEX that should have been directed to RECF. VEX has, in turn, directed those inquiries back to RECF — thereby confirming that RECF, not VEX, is the entity equipped to support the community. RECF has received numerous communications from coaches, parents, and Event Partners reflecting their confusion. True and correct copies of representative communications are attached as **Exhibits D, E, F, G, H, and I**.

56. Signature Events have been developed, branded, and supported by RECF over many years. To my knowledge, both VEX and the Global Robotics & Science Foundation are now claiming ownership and exclusivity over the Signature Events concept. RECF's development of Signature Events is reflected in years of RECF-led communications and RECF's operational management of the program.

XIII. RECF's Continued Performance.

57. Throughout the period from 2022 through the present, RECF has continued to discharge its responsibilities under the parties' partnership. RECF has continued to manage VEX-branded competitions. RECF has continued to support VEX-product teams. RECF has continued to grow VEX team participation. Public records and RECF's own performance metrics

confirm that growth. I did not share — and to my knowledge other RECF personnel did not share — VEX’s proprietary information with any competitor. The suggestion in VEX’s First Amended Petition that RECF’s allegiance was “divided” between VEX and competing interests does not reflect RECF’s actual performance throughout this period.

58. More than 200,000 students participate in RECF’s competitions each year. Teams across all 50 states and more than 100 countries depend on the continuity of RECF’s programs. School-based teams account for more than 80% of RECF’s U.S. participating teams. JROTC units, including JROTC Army (which has participated since the 2020–2021 season) and JROTC Air Force (which has participated since the 2022–2023 season), depend on the ADC as their educational drone-competition platform. RECF’s federal grantors — NASA, the U.S. Department of Defense STEM Initiative, and the Texas Workforce Commission — depend on RECF’s continued operation of the programs for which RECF was selected. The relief VEX seeks would disrupt the participation of all of those constituents.

XIV. RECF Cannot Subordinate Its Programs to VEX’s Commercial Demands.

59. RECF cannot accede to the demands VEX has been making since the summer of 2025. RECF cannot abandon the Aerial Drone Competition. RECF cannot cede control of RobotEvents.com. RECF cannot surrender its independently developed governance documents, programs, and Event Partner relationships to VEX’s determination. RECF cannot become a subsidiary of VEX in all but name.

60. Compliance with VEX’s demands would be inconsistent with RECF’s mission to serve every student regardless of background or economic resources, including students whose schools and families cannot afford VEX’s premium hardware and who depend on RECF’s ability to operate programs that permit lower-cost alternatives. Compliance would breach RECF’s grant and contract obligations with NASA, JROTC Army, JROTC Air Force, and the, each of which depends on RECF’s continued operation of the programs for which RECF was selected. Compliance would betray RECF’s obligations to its donors, who fund RECF as an independent public charity and not as a commercial extension of VEX. Compliance would jeopardize RECF’s status as a Section 501(c)(3) public charity, which depends on RECF’s programs serving a public-charitable purpose rather than the commercial interests of a private hardware vendor. And compliance would deprive countless students — including students at Title I schools, students in

JROTC units, students in rural districts, students in indigenous and under-resourced communities, and international participants — of programs that RECF has built and operated for sixteen years.

61. RECF’s refusal to capitulate is not a strategic posture. It is a fiduciary obligation. RECF answers to the students it was created to serve, to the federal and state grantors that fund its programs, to the donors that support its mission, and to the public-charitable purpose for which RECF exists. RECF cannot answer to a single private hardware vendor in addition to or in place of those obligations.

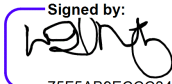
XV. Conclusion.

62. This Declaration accurately reflects the facts within my personal knowledge as of the date below. The records I describe are made and kept in the ordinary course of RECF’s operations. The exhibits I have referenced are true and correct copies of the original documents.

My name is Dan Mantz. My date of birth is 01/06/1968. My address is 4102 Blythe Street, Rockwall. TX. 75032.

I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

Executed on 05/20, 2026.

Signed by:

75F5AB9ECCC34EC...

Dan Mantz

EXHIBIT “A”



September 19, 2025

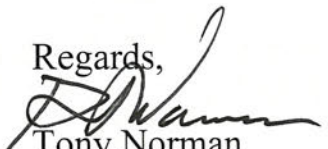
Dan Mantz
CEO
Robotics Education & Competition Foundation
1519 E Interstate I-30
Greenville, Texas 75402

Dan,

As you are aware, there are significant outstanding invoices owed by the REC Foundation ("REC") to VEX Robotics ("VEX").

In prior years, the REC was permitted to collect and retain team registration fees. However, unless REC resolves the outstanding invoices (\$3,756,069.31) to VEX's satisfaction on or before October 10, 2025, VEX will revoke the REC's authorization to collect or retain team registration monies. Beginning on that date, REC's ability to process, manage, or retain team registrations and related fees will be suspended, and any registration monies collected thereafter will be considered improperly retained and subject to recovery.

Regards,



Tony Norman
CEO, VEX Robotics, Inc

EXHIBIT “B”



May 10, 2026

Robotics Education & Competition Foundation
1519 Interstate 30 West
Greenville, TX 75402
Attn: Dan Mantz

RE: Termination of Agreements and Notice of Cessation of Relationship

This letter serves as formal notice from Innovation First International, Inc. and VEX Robotics, Inc. (collectively, "VEX") regarding the termination of all agreements, arrangements, and relationships between VEX and the Robotics Education & Competition Foundation ("RECF"), other than the IT Services Agreement and License Agreement dated October 2, 2017, which is not terminated by this letter and is addressed separately in concurrent notice. The IT Services Agreement remains in effect solely in accordance with its own terms and the separate notice provided today.

VEX hereby terminates all agreements, arrangements, and relationships with RECF, whether written, oral, implied, or arising from any course of dealing, effective immediately.

To the extent any provision of any agreement requires notice or an opportunity to cure, this letter constitutes such notice, and termination shall be effective at the earliest time permitted under the applicable provisions.

This termination is based on RECF's material breaches of the parties' agreements and conduct inconsistent with VEX's contractual rights, ownership of intellectual property, and control over VEX Competitions and related assets. The following grounds are independent, cumulative, and each sufficient to support termination:

A. Financial Defaults and Resulting Liabilities

- VEX provided formal notice in 2025 of substantial unpaid invoices. RECF has made only partial payments. Continued non-payment following formal notice constitutes a material default.
- RECF's submission of an invalid tax-exempt certificate has resulted in a California sales tax audit liability of approximately \$146,000 assessed against VEX. This liability is a direct consequence of RECF's conduct.
- RECF improperly claimed and invoiced VEX for discounts, including Competition Field, Game Element, and Trophy discounts, as well as discounts associated with grant-funded programs where no such funding existed. These practices reflect a pattern of misrepresentation and improper financial conduct that resulted in substantial overcharges to VEX.

B. Conflicts of Interest and Adverse Conduct

- RECF's CEO co-founded a nonprofit organization aligned with Sphero, a direct competitor of VEX. This relationship presents a material conflict of interest and is adverse to RECF's obligations to VEX.

C. Unauthorized Competitive Activity and Program Expansion

- RECF's unauthorized expansion into non-VEX robotics competitions, including its ADC-Pro program and related partnership with MINDS-I, demonstrates its departure from the agreed structure and its use of its position to develop competing or parallel programs. This conduct constitutes an independent basis for termination.

Based on the foregoing, VEX hereby terminates the parties' agreements, to the extent any exist, for cause. Each of the foregoing grounds is independent and sufficient to support termination.

RECF shall not be entitled to continued performance, any cure period, or any damages arising from future or unperformed activities, except as expressly required by applicable agreements.

VEX reserves all rights to identify additional grounds for termination and to pursue all available claims and remedies.

For the avoidance of doubt, this letter does not constitute a termination of the IT Services Agreement and License Agreement dated October 2, 2017. Nothing in this letter shall be construed to accelerate, modify, or terminate the IT Agreement, which is governed exclusively by its own terms. IFI's demands regarding cessation of use of RobotEvents.com, return of credentials, and systems access set forth below are made pursuant to IFI's ownership of its intellectual property and VEX Competition assets, and are independent of and not contingent upon any termination of the IT Services Agreement.

Termination of Licenses and Rights

Effective immediately upon termination, all licenses, rights, and authorizations granted to RECF, whether express, implied, oral, written, or arising from any course of dealing, are terminated in their entirety.

RECF shall immediately cease all use of VEX Competition intellectual property, VEX Data, VEX trademarks, trade names, branding, and related materials, and any software, systems, or platforms provided by or on behalf of VEX, including without limitation, RobotEvents.com and Tournament Manager.

RECF shall not, directly or indirectly, operate, organize, administer, or promote any VEX Competitions; represent to any third party that it is authorized to act on behalf of VEX in any capacity; or use any VEX-related materials, systems, or data in connection with any competition, program, or activity.

RECF shall not communicate with, solicit, or direct event partners, teams, sponsors, or other participants in the VEX ecosystem in a manner that suggests continued authority to operate or administer VEX Competitions.

Notwithstanding any provision of any agreement that may be construed to grant RECF a continuing right to access or use any VEX-related software or systems, RECF shall have no authority to register teams, create or administer competitions, accept or process payments, or otherwise utilize such systems in connection with any VEX-related activity.

RECF shall not access, modify, interfere with, or attempt to access any VEX-controlled systems, platforms, or infrastructure following receipt of this notice. These restrictions apply immediately upon receipt of this notice and without exception.

Ownership of Intellectual Property and Work Product

VEX reiterates that all VEX Competition IP is and remains the sole and exclusive property of VEX; all data associated with VEX Competitions is the sole property of VEX; all software, systems, and work product developed in connection with the parties' agreements are the exclusive property of VEX; and any materials or modifications created in connection with the parties' agreements are owned exclusively by VEX. RECF shall execute any documents necessary to confirm such ownership.

No Assumption of Obligations

VEX shall not assume, perform, or be liable for any obligations, commitments, or liabilities of RECF of any kind, whether arising before or after the date of this letter. RECF remains solely responsible for all such obligations.

Required Compliance — Five (5) Day Deadline

Within five (5) business days of receipt of this letter, RECF shall complete all of the following:

1. Return to VEX all VEX Data and any copies thereof, in any form or medium, and identify and disclose all locations where VEX Data or systems are stored or maintained;
2. Return all software, systems, documentation, and related materials provided by or developed in connection with VEX;
3. Deliver to VEX all credentials, administrative access, and control over any systems, domains, hosting environments, or infrastructure associated with VEX, including RobotEvents.com and related systems;
4. Immediately cease accepting, processing, collecting, or otherwise handling any registration fees, payments, or other funds relating to any VEX Competitions. All such funds, whether currently held or received in the future, constitute property of VEX and shall be held by RECF solely in trust for the benefit of VEX. RECF shall immediately segregate all such funds from its general accounts, identify and account for all such funds in its possession, custody, or control, and remit such funds to VEX in full without delay. To the extent any such funds have been commingled, transferred, or disbursed, RECF shall provide a complete accounting tracing the disposition of such funds, including all accounts, transactions, and recipients. RECF shall take all actions necessary to preserve such funds and prevent any further transfer, dissipation, or encumbrance. Any acceptance, retention, use, transfer, or failure to timely remit such funds following receipt of this notice will constitute wrongful possession and conversion of VEX property and will result in immediate legal action, including claims for injunctive and equitable relief to recover and preserve such funds.
5. Provide written confirmation of acknowledgment of this termination and a detailed plan for full compliance with the obligations set forth herein; and
6. Provide written certification, signed by an authorized officer of RECF, confirming full compliance with all of the foregoing obligations.

Any continued acceptance, retention, or use of VEX funds following receipt of this notice will be treated as conversion and will result in immediate legal action. Any delay, interference, or failure to comply with any obligation set forth herein shall constitute a further material breach and will result in immediate legal action.

VEX reserves the right to notify third parties that RECF is no longer authorized to collect funds, operate competitions, or act in any capacity on behalf of VEX.

Reservation of Rights

All rights, claims, and remedies of VEX, whether known or unknown, are expressly reserved. Nothing in this letter shall be deemed a waiver of any such rights, claims, or remedies.

Regards,

A handwritten signature in black ink that reads "John Harvey". The signature is written in a cursive style with a large initial "J".

Innovation First International, Inc.

VEX Robotics, Inc.

John Harvey

General Counsel

EXHIBIT “C”

RobotEvents.com

VEX Robotics, Inc.
 6725 FM 1570
 Greenville, Texas 75402
 United States
 Phone Number: 903-453-0802
 Email: support@vex.com

Terms: Net 30

ORDER

Order #62445159

Created Date: 1-May-2026

Payment Method: Pay Later / Hold Registration

SOLD TO:

Billing Address

Mark Browb
 Omaha Public Schools
 10394 Redick Ave
 Omaha, Nebraska 68122
 United States

Products	SKU	Price	Qty	Subtotal
2026 RECF Summit Registration for RE-WORKSHOP-26-4077 on 13-Jul-2026 - 15-Jul-2026 by Mark Brown	RE-WORKSHOP-26-4077	100.00	1	\$100.00

Subtotal: \$100.00
Amount Due: \$100.00

Event host's contact information for 2026 RECF Summit

Name: Ryan Osweiler
 Phone Number: 8288455994
 Email: ryan_osweiler@recf.org

It is the responsibility of the registrant to contact the event host to cancel their registration and request a refund. Refunds are at the sole discretion of the event host (in many cases, especially for withdrawals close to an event date where events might have already incurred costs and/or may be unable to find replacements to fill that spot on short notice, refunds might not be possible).

EXHIBIT “D”

Tuesday, May 12, 2026 at 11:47:13 AM Pacific Daylight Time

----- Forwarded message -----

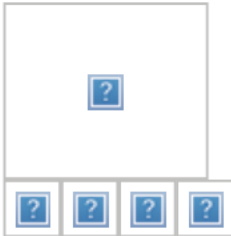
From: **RECF Support** <support@recf.org>
Date: Fri, May 8, 2026 at 9:13 AM
Subject: Fwd: Tax Exempt Status
To: Dan Mantz <dan_mantz@recf.org>
Cc: Ryan Osweiler <ryan_osweiler@recf.org>

How can we help our customers.

Sincerely,

REC Foundation Support Team

(903) 401-8088 | [Robotics Education & Competition Foundation \(RECF\)](#)



[Quick Links & Connect with Us](#)

This message and its attachments may contain confidential and/or privileged information. If you are not the intended recipient, please notify the sender immediately and destroy copies of this message/attachments.

----- Forwarded message -----

From: **VEX Robotics** <support@vex.com>
Date: Tue, May 5, 2026 at 8:03 AM
Subject: Fwd: Tax Exempt Status
To: RECF Support <support@recf.org>

support@recf.org

----- Forwarded message -----

From: Hudmon JR., Michael D <michael.hudmon@stpsb.org>

Date: 5/5/2026, 7:30:04 AM

I am trying to register our team for the VRC Override Season, but for some reason our tax exempt status is not showing on REC Foundation registration. Our tax exempt status is correct on the vexrobotics.com and does not expire until 2028. Thank you for any assistance in this matter.

Thank you,

Michael Hudmon

CIW/Comptia Educator & Web Designer

Pearl River High School

St. Tammany Parish Public School System

Phone: (985) 863-2591

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EXHIBIT “E”



Dan Mantz <dan_mantz@recf.org>

Fwd: Team Registration Issue

RECF Accounting <accounting@recf.org>

Mon, May 4, 2026 at 1:54 PM

To: Dan Mantz <dan_mantz@recf.org>, Ryan Osweiler <Ryan_Osweiler@recf.org>

Cc: Melinda Henderson <melinda_henderson@recf.org>, Accounting RECF <accounting@recf.org>

Dan or Ryan,

How would you like us to proceed in these situations, since we can not log in and attach POs for them?

----- Forwarded message -----

From: 'Dylan Glover' via Accounting Department <accounting@recf.org>

Date: Mon, May 4, 2026 at 9:14 AM

Subject: Re: Team Registration Issue

To: RECF Accounting <accounting@recf.org>

Good morning,

I am reaching out about this issue again. Will you be able to help me with this?

Thanks,

Dylan Glover

Cabot High School, T Building Room 02

Engineering Teacher



On Fri, May 1, 2026 at 2:38 PM Dylan Glover <dylan.glover@cps.k12.ar.us> wrote:

Good afternoon,

I was trying to attach a PO for 2 of my teams, and it currently doesn't have that option. Can you help me with this? My order number is 62445174. I went ahead and attached the PO too.

Thanks,

Dylan Glover

Cabot High School, T Building Room 02

Engineering Teacher



--

Sincerely,

The REC Foundation Accounting Team

Robotics Education & Competition Foundation (RECF)

(214)771-0975



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EXHIBIT “F”

10:10



Jenni Williams



Friday • 2:40 PM

Thanks. I tried to register teams today and it wasn't letting me do purchase order. I'll hold off.

EXHIBIT “G”

10:17



Shane Ware RSS



9:23 AM

What's going on with VEX and REC? Are my robot days over??

EXHIBIT “H”

address for the outstanding Summit invoices.

Ryan

Ryan Osweiler

Vice President of Programs | [Robotics Education & Competition Foundation \(RECF\)](#)
(828) 845-5994



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From: **Mark Brown** <Mark.Brown1@ops.org>
Date: Fri, May 1, 2026, 2:13 PM
Subject: Re: 2026 RECF Summit Update
To: Ryan Osweiler <ryan_osweiler@recf.org>

Is this the correct address?

Robotics Education & Competition Foundation
[1519 INTERSTATE HIGHWAY 30 W](#)
Greenville, Texas 75402
United States

The invoice lists:

VEX Robotics, Inc.
[6725 FM 1570](#)
[Greenville, Texas 75402](#)

Mark Brown

Robotics Specialist
Omaha Public Schools
P: 531-299-9454



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From: Ryan Osweiler <ryan_osweiler@recf.org>
Sent: Friday, May 1, 2026 11:26 AM
To: Ryan Osweiler <ryan_osweiler@recf.org>
Cc: Dylon Caudill <dylon_caudill@recf.org>
Subject: 2026 RECF Summit Update

You don't often get email from ryan_osweiler@recf.org. [Learn why this is important](#)

[EXTERNAL EMAIL] WARNING: This message originated from a sender outside of **Omaha Public Schools**.

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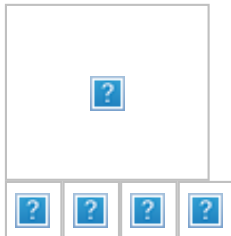
Hello Everyone! I hope you are all doing well. I wanted to send an update regarding the 2026 RECF Summit. If you have registered and paid already, that's great! If you have not registered/paid and still intend to attend, please respond to this email and I can send directions on how to pay. There is an issue going on with RobotEvents and VEX right now and I am unable to track attendance and payment in RobotEvents right now.

Looking forward to seeing everyone this summer!

Ryan

Ryan Osweiler

Vice President of Programs | [Robotics Education & Competition Foundation \(RECF\)](#)
(828) 845-5994



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EXHIBIT “I”



Dan Mantz <dan_mantz@recf.org>

Fwd: RECF is charging Sales Tax on Team Registration Fees

1 message

Tarek Shraibati <tarek@recf.org>

Fri, May 1, 2026 at 6:53 AM

To: Dan Mantz <dan_mantz@recf.org>, Ken Jones <ken_jones@recf.org>, Ryan Osweiler <ryan_osweiler@recf.org>

It has begun.

Tarek Shraibati

VP International & Developing Programs

[Robotics Education & Competition Foundation \(RECF\)](#)

+1 (424) 235-2800 Office

+1 (805) 405-7918 Mobile



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----- Forwarded message -----

From: <leroy@larobotics.org>

Date: Thu, Apr 30, 2026 at 11:11 PM

Subject: RECF is charging Sales Tax on Team Registration Fees

To: Tarek A. Shraibati <Tarek@recf.org>

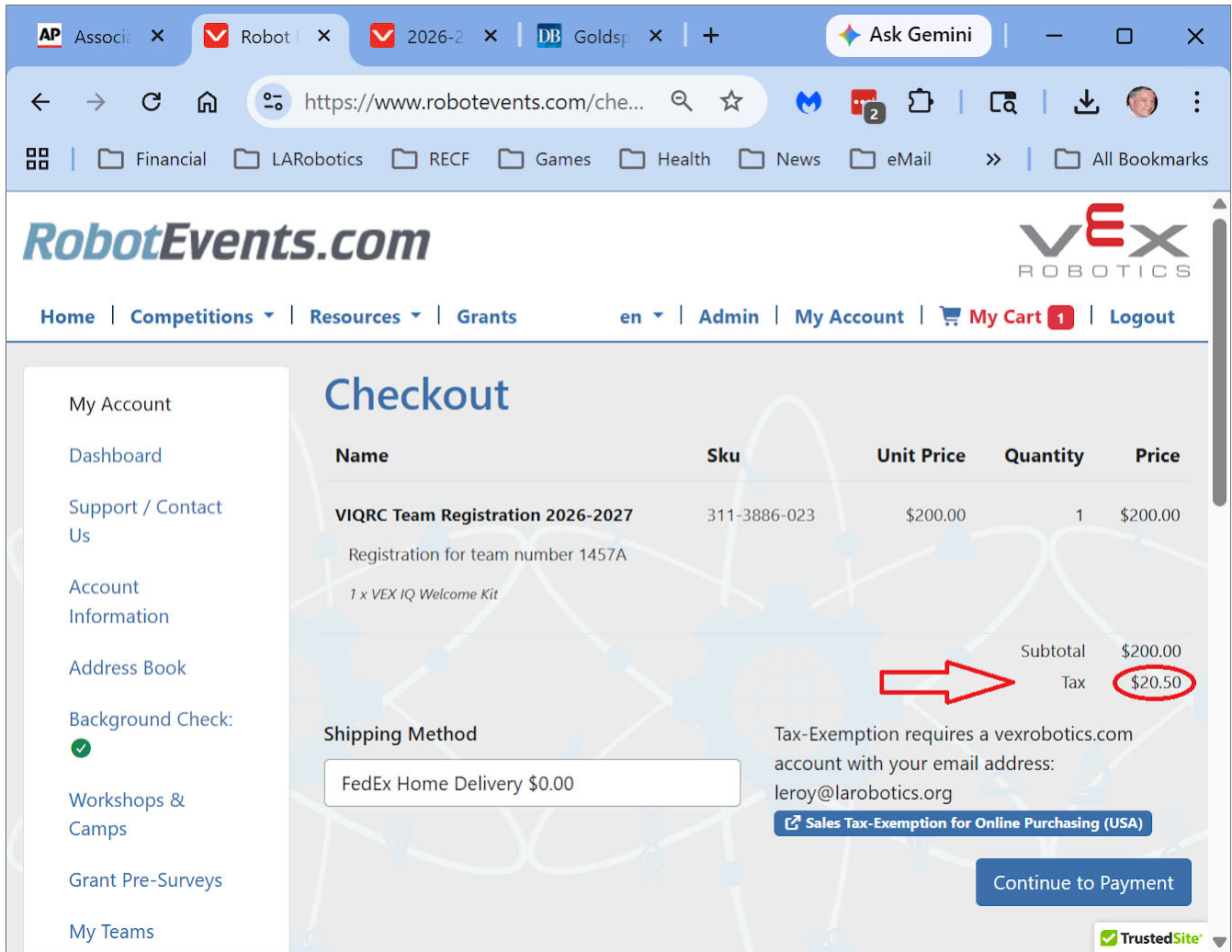
Cc: Stephen Stein <sstein5@yahoo.com>

Tarek,

I was shocked when I tried to register my training team today. I would have been the first to register a team in California, but I decided to question this change instead.

RobotEvents.com now appears to be controlled by VEX Robotics.

RECF.org was unreachable earlier today, but now it forwards to a blank webpage at recfoundation.net.



In California, sales tax generally does **not** apply to team registration fees if they are for the right to participate in a league or event. Sales tax applies to tangible personal property, whereas registration fees are typically for services. [1, 2, 3]

Key points regarding California sales tax on registration fees:

- **Non-Taxable:** Registration fees, entry fees, or membership dues for activities, sports teams, or conferences are usually not taxable, as they do not constitute a sale of physical goods.
- **Exceptions (Taxable Items):** If the registration fee includes taxable merchandise (e.g., a mandatory uniform, jersey, or equipment) that is not merely incidental, the portion representing the taxable goods may be subject to sales tax.
- **Service vs. Product:** If the fee is purely for access to a service (playing in the league), it is not taxable. If it is for buying goods, it is taxable. [1, 2, 3, 4, 5]

If you need to charge California sales tax for the Team Welcome Kit, it should be optional. You only provide it for the first team registered by an organization, so it is obviously not mandatory.

In California, sales tax exemptions generally apply to specific items rather than to individuals or organizations.

LeRoy

LeRoy Nelson
Los Angeles Robotics

larobotics.org/NelsonTeamGrants.html

310-529-4637 (iPhone)



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EXHIBIT “J”

IT Service Agreement and License Agreement

This IT Services Agreement and License Agreement is made effective as of October 02, 2017, by and between Robotics Education & Competition Foundation ("RECF") of 1519 I-30 West, Greenville, Texas 75042, and Innovation First International, Inc. ("IFI") of 6725 W. FM 1570, Greenville, Texas 75402.

Whereas RECF requires certain services relating to the operation and management of their business for which IFI has agreed to provide pursuant to the terms of this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

(a) "Computer System" shall mean the computer hardware identified by model and serial numbers, and the computer software listed on Exhibit One, attached hereto and made a part hereof.

(b) "Services" shall mean the Operation, Maintenance and Management of the RECF's phone systems, internet connectivity, computer data storage, networking capability, training services, maintenance for the Software, and general IT support for all systems ("Systems").

(c) "Operation" shall mean the operation of the aforementioned systems, including, but not limited to manipulation and computation of data by the relating to the systems, the outputting of such manipulated and computed data by the systems, and communication between elements of the systems.

(d) "Maintenance" shall mean remedial maintenance and preventive maintenance of the Systems, including updates from time to time, in the sole discretion of IFI.

(e) "Management" shall mean the scheduling of the use of the Systems, procurement of supplies and spare parts therefor, and recommendation of changes and additions thereto.

(f) "Software" shall mean that certain software created by IFI known as "Robot Events".

2. DESCRIPTION OF SERVICES. Beginning on October 02, 2017, IFI will provide to RECF the following services (collectively, the "Services"):

(a) The preventive maintenance and, whenever possible, the remedial maintenance portions of the Maintenance shall be performed during a time mutually convenient for each party to this Agreement.

(b) During the term hereof RECF shall provide IFI with sufficient access to the Systems, and RECF's employees as well as sufficient work space to perform any Services.

3. LICENSE GRANT. During the term of this Agreement, Licensor hereby grants to Licensee a nonexclusive license to install and use the Software on the Local Area Network currently operating at the following site: 1519 W I-30, Greenville, Texas 75402. The term of this license grant shall be governed by the term of this Agreement.

4. **RETURN OR DESTRUCTION OF SOFTWARE UPON TERMINATION.** Upon termination of this License, RECF shall return to IFI or destroy the original and all copies of the Software including partial copies and modifications. IFI shall have a reasonable opportunity to conduct an inspection of RECF's Systems place to ensure compliance with this provision.
5. **TITLE TO SOFTWARE.** IFI retains title to and ownership of the Software and all enhancements, modifications and updates of the Software.
6. **MODIFICATIONS AND ENHANCEMENTS.** RECF will make no efforts to reverse engineer the Software, or make any modifications or enhancements without IFI's express written consent. If such consent is provided to RECF, any such modifications or enhancements to the Software remain the intellectual property of IFI.
7. **WARRANTY LIMITATIONS.** The software is provided "as is." IFI disclaims all warranties, including but not limited to, all express or implied warranties of merchantability and fitness for a particular purpose.
8. **ASSIGNMENT.** The rights conferred by this License shall not be assignable by RECF without IFI's prior written consent. IFI may impose a reasonable license fee on any such assignment.
9. **FEES.** For the initial term, RECF shall pay to IFI the amount of \$10,000 per month. After the initial term, if IFI determines that the fees need to be increased, IFI will provide RECF thirty (30) days advance notice.

In addition to any other right or remedy provided by law, if RECF fails to pay for the Services when due, IFI has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

10. **TERM.** This initial term of this Agreement shall be for twelve (12) months, and shall automatically renew year to year, unless either party provides thirty (30) days advance written notice to the other party of its intention of not renewing such Agreement.

In the event of any termination/cancellation of this Agreement, IFI may:

- (1) Declare all amounts owed to it hereunder to be immediately due and payable;
 - (2) Enter RECF's premises and repossess all supplies, spare parts and other items supplied by IFI hereunder for which payment has not been received by IFI; and
 - (3) Cease performance of all Services hereunder without liability to RECF.
11. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by IFI in connection with the Services will be the exclusive property of IFI. Upon request, RECF will execute all documents necessary to confirm or perfect the exclusive ownership of IFI to the Work Product.
 12. **CONFIDENTIALITY.** Both parties to this Agreement, including each other's employees, agents, or representatives, will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner, any information that is proprietary to the other. RECF and IFI, and its employees, agents, and representatives will protect each other's information and treat

same as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, any confidential information will be returned to the other party disclosing same.

- 13. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
- a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- 14. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 20 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- 15. LIQUIDATED DAMAGES.** IFI and RECF agree that it may be difficult, if not impossible, to accurately determine the amount of damages that RECF may incur, if IFI fails to maintain the Up-Time required hereunder. Accordingly, it is agreed that \$0.00 for each percentage point that the Up-Time of the Computer System is below the Up-Time of 0 percent as stated in the above Description of Service Section shall be deemed to be the weekly liquidated damages for such failures and shall be payable to RECF in the form of a credit at the end of the month in which such failure(s) occurred.
- 16. FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 17. ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The

arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

- 18. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
- 19. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 20. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 21. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Texas, and venue for any action brought to enforce this Agreement or bring claims related to this Agreement shall solely be brought in Hunt County, Texas.
- 22. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 23. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

EXHIBIT “K”



May 10, 2026

Robotics Education & Competition Foundation
1519 Interstate 30 West
Greenville, TX 75402
Sent via Email to Dan Mantz and Richard Liu
And by Certified Mail to Dan Mantz c/o RECF

RE: Notice of Non-Renewal — IT Services Agreement and License Agreement

This letter serves as formal notice from Innovation First International, Inc. ("IFI") regarding the IT Services Agreement and License Agreement dated October 2, 2017 (the "Agreement") between IFI and the Robotics Education & Competition Foundation ("RECF").

IFI is today separately delivering a notice terminating all other agreements, arrangements, and relationships between IFI and RECF. That notice does not affect the IT Agreement, which is governed exclusively by this letter and the IT Agreement's own terms.

Pursuant to Section 10 of the Agreement, IFI hereby provides notice of its intent not to renew the Agreement upon expiration of its current term on October 2, 2026. This notice is being provided well in advance of the thirty (30) day minimum required under the Agreement.

IFI will comply with its obligations under the Agreement through October 2, 2026. At the same time, IFI expressly reserves the right to manage, modify, or restrict access to and functionality of its systems, platforms, and services, including RobotEvents.com, to the extent necessary to protect its intellectual property, data, and contractual rights during the remaining term.

Early Termination Option

IFI is willing to consider a mutual early termination of the Agreement prior to October 2, 2026. In the event RECF elects to pursue early termination, IFI is prepared to release RECF from any further payment obligations related to the IT Services Agreement from the mutually agreed termination date forward, provided that:

1. RECF provides written notice of its election to pursue early termination within ten (10) days of receipt of this letter;
2. The parties execute a written mutual termination agreement acceptable to both parties;
and

3. RECF complies fully with all return-of-property, data, credentials, and systems access obligations set forth in the Agreement upon the agreed termination date.

Failure to respond within ten (10) days shall be deemed an election by RECF to allow the Agreement to expire in the ordinary course on October 2, 2026, and no further offer of fee-free early termination will be extended.

Reservation of Default Rights. Nothing in this notice of non-renewal constitutes a waiver of IFI's right to terminate the IT Agreement prior to October 2, 2026 for cause pursuant to Section 14 of the Agreement. In the event RECF fails to make required monthly payments when due, or commits any other material default under the IT Agreement, IFI reserves the right to issue a separate default notice under Section 14 and to terminate the IT Agreement prior to its scheduled expiration date upon the terms set forth therein. The pendency of the non-renewal period shall not limit or delay IFI's exercise of its default remedies.


Ownership and Reserved Rights

For clarity, nothing in this notice alters or limits IFI's ownership of any intellectual property, software, systems, data, or work product associated with the Agreement, all of which remain the sole and exclusive property of IFI. All rights with respect to such materials are expressly reserved.

Nothing in this letter shall be deemed a waiver of any rights, claims, or remedies of IFI, whether known or unknown, all of which are expressly reserved.

We appreciate you confirming receipt of this notice.

Regards,


Innovation First International, Inc.
John Harvey
General Counsel