



VISTAR® TERMS OF SERVICE

Last Updated June 11, 2026

THESE VISTAR® TERMS OF SERVICE (“**AGREEMENT**”) GOVERN CLIENT’S PURCHASE AND RECEIPT OF SUBSCRIPTION AND RELATED SERVICES TO VISTAR®. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, CLIENT AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS OF SERVICE, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT RECEIVE THE SERVICES.

Background

CapTech Ventures, Inc., a Virginia corporation whose principal place of business is 7100 Forest Avenue, Suite 100, Richmond, VA 23226 (“**CapTech**”) offers a suite of proprietary, technology and software-supported augmented reality Services under the name VISTAR®, which is designed to help businesses influence their customers to adopt new products that support the global pursuit of grid resiliency and renewable energy sources. This Agreement establishes the terms and conditions upon which Client may access Services related to VISTAR® as specified in individual Orders pursuant to this Agreement.

Agreement

In consideration of these premises and the mutual agreements contained herein, and for other good and valuable consideration, the adequacy of which consideration the parties hereby acknowledge, Client and CapTech agree as follows:

1. DEFINITIONS

“**CapTech Software**” means any software agent, application, product or tool that CapTech makes available to Client via the internet, together with its supporting documentation and all modifications, upgrades, updates, error corrections, fixes, enhancements, workarounds, and all new versions and releases thereof.

“**Client**” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.

“**Client Content**” means all software, data, text, images, audio, video, photographs, non-CapTech or third-party applications, and other content and material, in any format, provided by Client or any Users that is stored in, or run on or through, the Services. Client Content includes any Third-Party Content that is brought by Client into the Services by Client use of the Services or any CapTech-provided tools. Client Content excludes the Services, CapTech Software, other CapTech products and services, CapTech Intellectual Property, and all derivative works thereof.

“**Implementation Services**” means the product configuration and implementation services provided by CapTech to Client under an applicable Order.

“**Intellectual Property**” means recognized protectable rights and interests such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, Confidential Information, trade secrets, trade dress, domain names, logos, insignia, color combinations, right of publicity, know how, design flows, methodologies, devices business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all registrations, renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

"Order" means the CapTech ordering document, work order or similar written document referencing this Agreement that is mutually executed by CapTech and Client and specifies the Services ordered by Client, pricing, and any other terms and conditions unique to the relevant Services. Each Order is governed by, is incorporated by reference in and is a part of this Agreement.

"Program Documentation" refers to the user manuals, help windows, readme files for the Services and any applicable CapTech Software. Additional documentation about the Services is available at <https://www.captechconsulting.com/solutions/vistar>.

"Subscription Services" means, as applicable, the provision of access to CapTech Software, training and support services as set forth in the applicable Order.

"Services" means, as applicable, any Subscription Services or Implementation Services provided by CapTech to Client under an Order.

"Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of CapTech that Client may access through, within, or in conjunction with Client use of, the Services.

"Users" means those employees, contractors, and end users, as applicable, authorized by Client or on Client's behalf to use the Services in accordance with this Agreement and the applicable Order. For Services that are specifically designed to allow Client's agents, customers, suppliers or other third parties to access the Services to interact with Client, such third parties will be considered "Users" subject to the terms of this Agreement and the applicable Order.

2. USE OF THE SERVICES

2.1 CapTech will make the Services listed in the applicable Order available to Client pursuant to this Agreement and the applicable Order during the period defined in the Order, unless earlier terminated in accordance with this Agreement (the **"Services Term"**). Subject to the terms and conditions of this Agreement and the applicable Order, Client shall have the non-exclusive, limited right to use the Subscription Services solely for Client's internal business operations during the Services Term. Client may allow Users to use the Subscription Services for this limited purpose, and Client is responsible for each User's compliance with this Agreement and the applicable Order.

2.2 Client agrees that during the Services Term, CapTech may update the Services in its sole discretion to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third-Party Content and Third-Party Services (as defined below). CapTech's updates to the Services will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Term.

3. FEES AND PAYMENT

3.1 All fees payable to CapTech are due within thirty (30) days from the invoice date. Once placed, an Order is non-cancelable and the sums paid are non-refundable, except as provided in this Agreement or the applicable Order. Client will pay any sales, value-added or other similar taxes imposed by applicable law that CapTech must pay based on the Services Client ordered, except for taxes based on CapTech's income. Fees for Services listed in an Order are exclusive of taxes and expenses.

3.2 If applicable, if Client exceeds the quantity of Services ordered, then Client promptly must purchase and pay additional fees for the excess quantity as determined by CapTech in its sole discretion.

3.3 Client understands that Client may receive multiple invoices for the Services ordered. Unless otherwise expressly provided in the applicable Order, CapTech may adjust fees for any Services once per year, effective on or after each anniversary date of the commencement of the applicable Services Term. CapTech will notify Client of the adjusted fees at least thirty (30) days prior to effectiveness.

3.4 In addition to any other rights and remedies available to CapTech, (a) CapTech will have no obligation to perform any Services when any amount required to be paid by Client remains due and unpaid beyond the date

such amount is due and (b) Client shall pay interest on such unpaid amount at the rate of 1.5% per month or any fraction thereof until such unpaid amount is paid in full.

4. OWNERSHIP RIGHTS AND RESTRICTIONS

4.1 As between CapTech and Client, Client retains all ownership and Intellectual Property rights in and to Client Content. CapTech or its licensors retain all ownership and Intellectual Property rights in and to the Services, CapTech Software, and derivative works thereof, and anything developed or delivered by or on behalf of CapTech under this Agreement or the applicable Order.

4.2 Client may have access to Third Party Content through Client's use of the Services. Unless otherwise stated in the applicable Order, all ownership and Intellectual Property rights in and to Third Party Content and the use of such content is governed by separate third party terms which would be made available to Client by such third party, if applicable.

4.3 Client grants CapTech the right to host, use, process, display and transmit Client Content to provide the Services. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Client Content, and for obtaining all rights related to Client Content required by CapTech to perform the Services.

4.4 Client may not, and may not cause or permit others (including Users) to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to CapTech; (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or the applicable Order; (d) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe Intellectual Property rights; or otherwise violate applicable laws, ordinances or regulations; (e) perform or disclose any benchmarking or availability testing of the Services; (f) perform or disclose any performance or vulnerability testing of the Services without CapTech's prior written approval; or (g) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services. In addition to CapTech's other rights in this Agreement or the applicable Order, CapTech has the right to take remedial action against Client if this Section 4.4 is violated, and such remedial action may include but is not limited to removing or disabling Client's access or a Users' access, to the Subscription Services.

5. NONDISCLOSURE

5.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential and of a proprietary nature ("**Confidential Information**"). Confidential Information shall include, but is not limited to: (a) any document the disclosing party marks "Confidential" or "Proprietary;" (b) trade secrets; (c) existing or contemplated products, services, designs, technology, technical data, techniques, methodologies, research, development and concepts and any information related thereto; and (d) information relating to business practices, plans, costs, pricing, business "know how," sales or marketing methods, employees, purchasing, accounting, finances and customer lists or requirements.

5.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

5.3 Each party agrees not to disclose the other party's Confidential Information to any third party, other than as set forth in the following sentence, for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; provided however, CapTech will protect the confidentiality of Client Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors having a "need to know" such Confidential Information to facilitate the Services and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the

other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

5.4 Notwithstanding the foregoing, for CapTech's promotion and marketing of CapTech products and services, CapTech may publicly identify Client as a customer and describe the nature of the Services, and CapTech may use Client's logo and images of and links to the relevant Services in compliance with any written Client direction provided to CapTech regarding use of its trademarks and Intellectual Property.

6. CLIENT CONTENT

6.1 CapTech will use and protect Client Content in accordance with this Agreement and CapTech's [Privacy Policy](#) for the Services, which may be updated from time to time. Unless otherwise specified in an Order, Client Content may not include any sensitive or special data that imposes specific data security or data protection obligations on CapTech in addition to or different from those specified herein or in the applicable Order. CapTech shall not be liable for any failure by third parties to implement appropriate measures for any loss, access or disclosure of Client Content, unless caused by CapTech's willful act or omission.

6.2 Without prejudice to Section 6.1, Client is responsible for (a) any required notices, consents and/or authorizations related to Client provision of, and CapTech's processing of, Client Content as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Client Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Client Content, and (c) any use by Client or Users of the Services in a manner that is inconsistent with the terms of this Agreement. CapTech is not responsible for the security, integrity or confidentiality of such content outside of CapTech's control.

7. BETA SERVICES.

FROM TIME TO TIME, CLIENT MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH CAPTECH UNDER WHICH CLIENT MAY USE ALPHA OR BETA SERVICES, PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, "**BETA SERVICES**") OFFERED BY CAPTECH. THE BETA SERVICES ARE NOT GENERALLY AVAILABLE AND ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CLIENT OR CAPTECH MAY TERMINATE CLIENT'S ACCESS TO THE BETA SERVICES AT ANY TIME.

8. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

8.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. CapTech warrants that during the Services Term it will perform the Services using commercially reasonable care and skill and that the Services will comply in all material respects with the applicable Program Documentation and Order. If the Services provided to Client were not performed as warranted, Client must promptly provide CapTech with a written notice that describes the deficiency in the Services.

8.2 CAPTECH DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT CAPTECH WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CLIENT REQUIREMENTS OR EXPECTATIONS. CAPTECH IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE COMPATIBILITY, PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CLIENT CONTENT OR THIRD-PARTY CONTENT, DEVICES OR SERVICES PROVIDED BY THIRD PARTIES.

8.3 FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND CAPTECH'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF CAPTECH CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CAPTECH MAY END THE DEFICIENT SERVICES, TERMINATE THE APPLICABLE ORDERS, AND REFUND TO CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO CAPTECH FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

8.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND CAPTECH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY IMPLIED FROM COURSE OF DEALING OR USAGE OF TRADE.

8.5 In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be CapTech's responsibility, Client will be responsible to pay CapTech for all evaluation, correction or other Services performed by CapTech relating to such claim on a time and materials basis at CapTech's then standard billing rates.

9. LIMITATION OF LIABILITY

9.1 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY.

9.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CAPTECH ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE APPLICABLE ORDER, WHETHER SUCH LIABILITY IS BASED ON AN ACTION IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER THE ORDER FOR THE PARTICULAR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

10. INDEMNIFICATION

10.1 If a third party makes a claim against either Client or CapTech ("**Recipient**" which may refer to Client or CapTech depending upon which party received the Material), that any information, design, specification, instruction, software, service, hardware, or material (collectively, "**Material**") furnished by either Client or CapTech ("**Provider**" which may refer to Client or CapTech depending on which party provided the Material) used by the Recipient infringes the third party's Intellectual Property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than thirty (30) days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

10.2 If the Provider believes or it is determined that any of the Material may have violated a third party's Intellectual Property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use of the Material, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects CapTech's ability to meet its obligations under the relevant Order, then CapTech may, upon thirty (30) days prior written notice, terminate the Order. If such Material is third party technology and the terms of the third-party license do not allow CapTech to terminate the license, then CapTech may, upon thirty (30) days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

10.3 Notwithstanding the foregoing, the Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or in the case of CapTech, this Agreement or the applicable Order; or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. Furthermore, the Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. CapTech will not indemnify Client to the extent that an infringement claim is based on Third Party Content or any Material from a third-party portal or other external source that is accessible or made available to Client within or by the Services.

10.4 This Section 10 provides the parties' exclusive remedy for any infringement claims or damages.

11. TERM AND TERMINATION

11.1 This Agreement will commence on the Effective Date and, unless terminated in accordance with Section 11.4 below, will continue through the expiration or termination of the last existing Services Term set forth in an Order.

11.2 Services shall be provided for the Services Term defined in the applicable Order. If the applicable Order states that the Subscription Services shall automatically renew, Client may terminate the applicable Order prior to any automatic renewal period by written notice, provided that such notice must be sent at least thirty (30) days prior to the expiration date of the then current term set forth in the Order. If CapTech does not receive such termination notice by the expiration date of the applicable term, the Subscription Services will be automatically renewed in accordance with any renewal term set forth in the Order.

11.3 CapTech may suspend Client or a Users' access to, or use of, the Services at any time if CapTech believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) Client or Users are accessing or using the Services to commit an illegal act; or (c) Client or Users are in violation of CapTech's policies, this Agreement, or the applicable Order. When reasonably practicable and lawfully permitted, CapTech will provide Client with advance notice of any such CapTech suspension. CapTech will use reasonable efforts to re-establish the Services promptly after CapTech determines that the issue causing the suspension has been resolved. During any suspension period, CapTech will make Client Content (as it existed on the suspension date) available to Client. Any suspension under this Section shall not excuse Client from Client's obligation to make payments under this Agreement.

11.4 If either party breaches a material term of this Agreement or any Order and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Agreement, including all Orders, by written notice of termination to the breaching party. If CapTech terminates the Agreement, Client must pay within thirty (30) days all fees and charges that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under all terminated Order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Client agrees that if Client is in default under this Agreement, Client may not use the Services ordered under any Order.

11.5 Provisions that survive termination or expiration of this Agreement are those relating to confidential information, warranty disclaimers, ownership, limitation of liability, indemnification, payment and others which by their nature are intended to survive.

12. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

12.1 The Services may enable Client to link to, recreate (by imaging or otherwise), transfer Client Content or Third-Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("**Third Party Services**"). CapTech does not control and is not responsible for Third Party Services. Client is solely responsible for complying with the terms of access and use of Third-Party Services. If Client transfers or causes the transfer of Client Content or Third-Party Content from the Services to a Third-Party Service or other location, that transfer constitutes a distribution by Client and not by CapTech.

12.2 Any Third-Party Content derived from Third Party Services that CapTech makes accessible through the Services is provided on an "as-is" and "as available" basis without any warranty of any kind. Client acknowledges and agrees that CapTech is not responsible for, and has no obligation to control, monitor, or correct any Third-Party Content. CapTech disclaims all liabilities arising from or related to Third Party Content.

12.3 Client acknowledges that: (a) the nature, type, quality and availability of Third-Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services depend on the continuing availability of such third parties' respective application programming interfaces (APIs). CapTech may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third-Party Content, Third Party Services or APIs.

13. SERVICE MONITORING AND ANALYSES

13.1 CapTech monitors the Subscription Services to facilitate operation of the Subscription Services; to help resolve Client service requests; to detect and address threats to the functionality, security, integrity, and availability of the Subscription Services as well as any content, data, or applications in the Subscription Services;

and to detect and address illegal acts or violations of Section 4.4 of this Agreement. CapTech's monitoring tools do not collect or store any Client Content residing in the Subscription Services, except as needed for such purposes. CapTech does not monitor, and does not address issues with, non-CapTech software provided by Client or any Users that is stored in, or run on or through, the Subscription Services.

13.2 CapTech may (a) compile statistical and other information related to the performance, operation and use of the Services, (b) use information collected from CapTech monitoring tools to assist in managing CapTech's product and service portfolio, to help CapTech address deficiencies in its product and service offerings, and for license management purposes and (c) use data from the Services in aggregated and anonymized form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (a) and (c) are collectively referred to as "**Service Analyses**"). CapTech may make Service Analyses publicly available; however, Service Analyses will not incorporate Client Content or Confidential Information in a form that could serve to identify Client or any individual. CapTech retains all Intellectual Property rights in Service Analyses.

14. EXPORT

14.1 Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Client and CapTech each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Client agrees that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

14.2 Client acknowledges that the Services are designed with capabilities for Client and Users to access the Services without regard to geographic location and to transfer or otherwise move Client Content between the Services and other locations such as User workstations. Client is solely responsible for the authorization and management of User accounts or access across geographic locations, as well as export control and geographic transfer of Client Content.

15. FORCE MAJEURE

Neither Client nor CapTech shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; labor disputes; epidemic; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including acts of any relevant government authority, governmental seizures, embargoes or blockades); or other event outside the reasonable control of the obligated party (a "**Force Majeure Event**"). Both Client and CapTech will use reasonable efforts to mitigate the effect of a Force Majeure Event. Notwithstanding the foregoing, this Section 15 shall not apply to Client's obligations to make payments of invoiced fees and expenses to CapTech when and as required by this Agreement and the applicable Order.

16. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the Commonwealth of Virginia and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in Virginia in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to Orders placed under it.

17. NOTICE

17.1 Any notice required under this Agreement shall be provided to the other party in writing. If Client has a legal dispute with CapTech or if Client wishes to provide a notice under the Indemnification Section of this Agreement, or if Client become subject to insolvency or other similar legal proceedings, Client will promptly send written notice to: CapTech Ventures, Inc., 7100 Forest Avenue, Suite 100, Richmond, VA 23226, Attention: Risk Management Team (with a copy to Risk@captechconsulting.com).

17.2 CapTech may give notices applicable to CapTech Services to CapTech's clients by means of a general notice on the CapTech website, and notices specific to Client by electronic mail to Client e-mail address on record in CapTech's account information or by written communication sent by first class mail or pre-paid post to

Client's address on record in CapTech's account information.

18. OTHER

18.1 Client may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity without the express written consent of CapTech.

18.2 CapTech may engage non-affiliated third parties to furnish services in connection with the Services, provided that such non-affiliated third parties have executed appropriate confidentiality agreements with CapTech.

18.3 CapTech is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties. CapTech's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by Client to provide consulting services, implementation services or applications that interact with the Services, are independent of CapTech and are not CapTech's agents. CapTech is not liable for, bound by, or responsible for any problems with the Services or Client Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.4 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.5 Except for actions for nonpayment or breach of CapTech's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

18.6 Prior to entering into any Order governed by this Agreement, Client is solely responsible for determining whether the Services meet Client's technical, business or regulatory requirements. CapTech will cooperate with Client efforts to determine whether use of the standard Services is consistent with those requirements. Additional fees may apply to any additional work performed by CapTech or changes to the Services. Client remains solely responsible for Client regulatory compliance in connection with Client's use of the Services.

18.7 Upon forty-five (45) days written notice and no more than once every twelve (12) months, CapTech may audit Client use of the CapTech Software under an Order to ensure Client's use of the Services is in compliance with the terms of the applicable Order and this Agreement. Any such audit shall not unreasonably interfere with Client's normal business operations. Client agrees to cooperate with CapTech's audit and to provide reasonable assistance and access to information reasonably requested by CapTech. The performance of the audit and any non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of Section 5 (Nondisclosure) of this Agreement. If the audit identifies non-compliance, Client agrees to remedy (which may include, without limitation, the payment of any fees for additional Services) such non-compliance within thirty (30) days of written notification of that non-compliance. Client agrees that CapTech shall not be responsible for any Client costs incurred in cooperating with the audit.

19. ENTIRE AGREEMENT

19.1 Client agrees that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with each Order, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, writings, negotiations, proposals, representations, correspondence and discussions, whether written or oral.

19.2 It is expressly agreed that the terms of this Agreement and any CapTech created Order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-CapTech document and no terms included in any such purchase order, portal, or other non-CapTech document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an Order and the Agreement, the Agreement shall take precedence unless the particular provision in the Order expressly and specifically notes the deviation from the Agreement for the purposes of that Order. This Agreement and each Order hereunder may not be modified, and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of Client and of CapTech; however, CapTech may update the Services,



including by posting updated documents on CapTech's websites without written consent by Client. No third-party beneficiary relationships are created by this Agreement.

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