

Terms and Conditions

This document contains the Terms and Conditions on which Anacostia Advanced Technology Development Corporation (“Anacostia Ventures”, “our”, “we”, or “us”) will provide the Services as described in the Engagement Letter. The Terms and Conditions and the Engagement Letter are collectively referred to as the “Agreement”, which forms the entire agreement between Anacostia Ventures and Client relating to the provision of Services. The specific Services to be provided to you and your payment obligations for such Services are set forth in the Engagement Letter.

1. Definitions.

1.1 “Deliverable” means any and all reports, analyses, recommendations, data, documentation, and other materials provided, created, and/or delivered pursuant to an Engagement Letter.

1.2 “Services” means the professional services to be provided by us as described in the Engagement Letter.

1.3 “Work Product” means all the Deliverables hereunder prepared for you in the course of providing the Services, whether produced solely or jointly with others.

2. Ownership

2.1 Work Product. Client shall retain all right, title, interest, and ownership in and to each Deliverable. Client hereby grants to Anacostia Ventures a worldwide, perpetual, irrevocable, royalty-free, assignable, non-exclusive license and right to (i) use, execute, reproduce, display, perform, distribute, modify, enhance, and prepare derivative works of any and all Work Product; and (ii) authorize or sublicense others from time to time to do any or all of the foregoing. Anacostia Ventures shall retain all right, title, interest, and ownership in and to any reports, analyses, recommendations, data, documentation, data, and all other materials it previously developed and owned prior to the Engagement Letter Effective Date even if it is being used and/or included in any of Work Product.

2.2 Anacostia Ventures Property. In performing the Services, we may use products, materials, information, ideas, concepts, know-how, techniques, tools, templates, models, software, procedures, documentation, technology, interfaces, data, databases, reports, processes, best practices, and methodologies owned or licensed by or developed on our behalf or any of our suppliers (“Anacostia Ventures Property”). Client agrees that Anacostia Ventures or its suppliers shall retain all right, title, interest, and ownership (including all patent, copyright, trade secret and other intellectual property rights) in and to all Anacostia Ventures Property. Client further acknowledges that Anacostia Ventures may modify or improve Anacostia Ventures Property during the course of the Agreement. Client agrees that all such modifications and improvements shall be included within the meaning of Anacostia Ventures Property, unless otherwise specifically agreed by the parties in writing. For the avoidance of doubt, Client is not granted any right, title, or interest in or to any Anacostia Ventures Property and/or any equipment, software, supplies, and/or materials owned, licensed, or leased by Anacostia Ventures. All Anacostia Ventures Property is deemed to be Anacostia Ventures Confidential Information for purposes of Section 6 below. Except as otherwise set forth in the Engagement Letter, Client shall not have or obtain any rights in or to any Anacostia Ventures Property other than pursuant to a separate written agreement signed by an authorized representative of each party.

2.3 Client Property. Subject to Sections 2.1 and 2.2 above, Client shall retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to any Client Property defined as products, materials, information, ideas, concepts, know-how, techniques, data, databases, reports, processes, best practices and methodologies owned or licensed by or developed on behalf of Client (“Client Property”) independent of the Agreement. Anacostia Ventures further acknowledges that Client may modify or improve Client Property during the course of the Agreement. Anacostia Ventures agrees that all such modifications and improvements shall be included within the meaning of “Client Property”, unless otherwise specifically agreed by the parties in writing. For the avoidance of doubt, Anacostia Ventures is not granted any rights, title or interest in or to any Client Property and/or any other equipment, software, supplies and materials owned, licensed, or leased by Client. All Client Property is deemed to be Client Confidential Information for purposes of Section 6 below. Except as might otherwise be set forth in the Engagement Letter, Anacostia Ventures shall not have or obtain any rights in or to any Client Property other than pursuant to a separate written agreement signed by an authorized representative of each party. For avoidance of doubt, Client Property shall not include any Anacostia Ventures Property or Work Product. Notwithstanding the foregoing, if any Client Property is incorporated into any Deliverable or Work Product or furnished in conjunction with a Deliverable or Work Product, Client will be conclusively deemed to have (at no additional cost) granted to Anacostia Ventures a worldwide, perpetual, irrevocable, royalty-free, assignable, non-exclusive license to (i) use, execute, reproduce, display, perform, distribute, modify, enhance, and prepare derivative works of the Client Property in conjunction with the preparation and/or use of the Deliverable and/or Work Product, and (ii) authorize or sublicense others from time to time to do any or all of the foregoing.

2.4 Use of Client Marks. Anacostia Ventures may use Client’s trademarks, service marks, and logos (collectively, the “Client Marks”) in connection with performance of the Services under the Agreement and for Anacostia Ventures’ own marketing purposes, including but not limited to using the Client Marks: (a) on Anacostia Ventures’ website, (b) in Anacostia Ventures’ firm brochures, (c) in Anacostia Ventures’ printed or electronic advertising, promotional, or marketing materials, including in the traditional “tombstone” format and including any amount of financing that Anacostia Ventures might have arranged or facilitated on Client’s behalf in connection with providing any Services to Client but excluding any Client Confidential Information.

2.5 Publicity and Announcements. The parties agree that all publicity announcements relating to any financing that might be obtained by the Client as a result of or in conjunction with our provision of any Services shall include (a) Client's name; (b) Anacostia Ventures' name; (c) lender name; and (d) the amount of financing obtained. If any such announcements are to be made by the lender and/or investor, Client will make commercially reasonable efforts to negotiate and include this obligation in all applicable agreements with such lender and/or investor. Client will provide Anacostia Ventures with a reasonable opportunity to review and comment in advance on any notice or filing that Client proposes to file with any governmental authority or other person that identifies Anacostia Ventures or, without identifying Anacostia Ventures, describes Anacostia Ventures' role.

3. Term and Termination

3.1 Term. These Terms and Conditions shall commence and apply on the Effective Date set forth in the Engagement Letter and shall remain in effect for as long as Anacostia Ventures is providing any Services to Client or any affiliate of Client.

3.2 Effect of Termination. The expiration or termination of the Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all charges and expenses accruing prior to such termination. Sections 1, 2, 3, 4.5, 4.6, 5, 6, and 7 shall survive the termination or expiration of the Agreement for any reason.

4. Warranties

4.1 Service Warranty. Anacostia Ventures warrants that the Services will be performed by qualified personnel in a professional manner. Anacostia Ventures' sole liability and Client's exclusive remedy under this warranty shall be the correction of any portion of the Services that is in breach of this warranty. Anacostia Ventures does not otherwise warrant, expressly or impliedly, the results, recommendations, suggestions, reports, analyses, information, outcome, or quality related to any of the Services, any Work Product provided under the Agreement, and/or any decision made by Client in reliance on any Services, Deliverable, and/or Work Product provided by Anacostia Ventures. Inasmuch as Anacostia Ventures' work product will be based upon information, data, and materials provided by and/or on behalf of Client, Anacostia Ventures assumes no responsibility and makes no representations with respect to the accuracy or completeness of any services, analyses, reports, recommendations, information, documentation, and/or materials provided or presented by Anacostia Ventures.

4.2 Client's Representations, Warranties, and Cooperation. (a) In order for Anacostia Ventures to provide the Services pursuant to the terms of the Agreement, Client shall promptly provide all relevant information requested by Anacostia Ventures and/or related to Anacostia Ventures' provision of Services. Client shall promptly inform Anacostia Ventures of any developments, events, and/or transactions that may be material to Client's business. Client shall not commence or implement any business plans, strategies, or other initiatives relevant to the Agreement without providing prior notice to Anacostia Ventures and an opportunity for Anacostia Ventures to review and provide recommendations on any such plans, strategies, and/or initiatives relevant to and/or that might affect our provision of Services. Client will also provide prompt access to Client's appropriate officers, directors, and employees during the engagement. To the best of the Client's knowledge, all information and materials provided or made accessible to Anacostia Ventures will be true and accurate and not misleading whether by omission or otherwise. Client agrees that Anacostia Ventures is authorized to make, in consultation with Client, appropriate and reasonable use of such information. If Client is aware of any information becoming materially inaccurate, incomplete, or misleading, Client will promptly notify Anacostia Ventures of such fact.

(b) Client recognizes and confirms that Anacostia Ventures: (i) will use and rely primarily on the information, data, and materials furnished by Client and on information and materials available from public sources in performing the Services without having independently verified the same, (ii) does not assume responsibility for the accuracy or completeness of any such information and materials; and (iii) will not make an appraisal of any assets or liabilities of Client, it being understood that Anacostia Ventures shall have no obligation to perform any such appraisal.

(c) Client acknowledges that Anacostia Ventures is relying upon information (including, without limitation, Client data, software, financial information, assumptions, representations, materials, presentations, records, reports, and/or documentation) provided by Client. Thus, the accuracy and results of the Services may be dependent upon the accuracy, timeliness, and completeness of the information furnished by Client to Anacostia Ventures. Any delays due to Client's failure to provide Anacostia Ventures access to any employees and/or information, including, without limitation, any financial information, data, software, materials, presentations, records, reports, and/or documentation required for the provision of the Services may result in delays in any scheduled deadlines and/or incomplete Deliverables.

4.3 General Warranties. Each party represents and warrants that it has the legal power to enter into the Agreement. Client represents and warrants that it owns or otherwise has sufficient rights in or to any Client data, software, materials, presentations, records, documentation, and information provided to Anacostia Ventures.

4.4 Third-Party Service Providers. Client agrees that we may enter into a subcontract with any third-party service provider to perform all or any part of any Services. Client shall be responsible for complying with all applicable laws and regulations necessary to disclose or make accessible to Anacostia Ventures and its subcontractors any data (including any customer data), software, materials, presentations, records, reports, documentation, and information to the third-party service provider(s) and for their use of such information in accordance with the terms of the Agreement.

4.5 Exclusions; Disclaimers. EXCEPT FOR WARRANTIES EXPRESSLY CONTAINED IN THIS SECTION 4, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT ALL SERVICES, DELIVERABLES, AND WORK PRODUCT PROVIDED BY ANACOSTIA VENTURES HEREUNDER ARE PROVIDED ON AN “AS IS” BASIS. ANACOSTIA VENTURES SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND ANY DELIVERABLES AND/OR WORK PRODUCT PROVIDED UNDER THE AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTHING IN THIS AGREEMENT (i) SHALL BE CONSTRUED AS A GUARANTEE THAT CLIENT WILL ACHIEVE ANY SPECIFIC RESULTS OR BE ABLE TO OBTAIN FINANCING; AND (ii) IS INTENDED TO CREATE OR SHALL BE CONSTRUED AS CREATING ANY FIDUCIARY RELATIONSHIP BETWEEN CLIENT AND ANACOSTIA VENTURES.

4.6 Except for Client’s payment obligations as set forth in the applicable Engagement Letter, neither of Client nor Anacostia Ventures will be liable to the other for any delay or failure to fulfill obligations caused by circumstances outside of its reasonable control.

5. Limitation of Liability and Indemnification.

5.1 NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, ANACOSTIA VENTURES’ ENTIRE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OR CLAIM OF LIABILITY, BY STATUTE OR OTHERWISE) TO CLIENT AND ALL THIRD PARTIES FOR ANY AND ALL CLAIMS IN ANY MANNER RELATED TO AND/OR ARISING FROM THE AGREEMENT SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE FEES ACTUALLY PAID TO ANACOSTIA VENTURES BY CLIENT UNDER THE APPLICABLE ENGAGEMENT LETTER DURING THE THIRTY (30) DAY PERIOD IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO A CLAIM FOR DAMAGES OR LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE FOR ALL CLAIMS IN ANY MATTER RELATED TO AND/OR ARISING FROM THE AGREEMENT AND IS NOT PER INCIDENT OR OCCURRENCE. IN NO EVENT WILL ANACOSTIA VENTURES BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, COVER, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOST BUSINESS, LOSS OF REVENUE, PROFIT, AND/OR ANTICIPATED REVENUE OR PROFIT, ANY FAILURE TO SECURE ANY CAPITAL FOR ANY REASON, THE COST OF PURCHASING SUBSTITUTE GOODS AND/OR SERVICES, AND/OR CORRUPTION OF ANY DATA, SOFTWARE, AND/OR DOCUMENTATION.

5.2 Indemnification. Client shall, at its expense, defend, indemnify, and hold Anacostia Ventures, its directors, officers, employees, contractors, and successors and assigns harmless from and against any and all any claims, allegations, demands, suits, and/or causes of action (collectively “Claims”) brought against any indemnified party and for any and all losses, damages, costs, charges, fees, liabilities, penalties, fines, and expenses, including reasonable attorney fees and disbursements (collectively “Damages”) arising out of or relating to (a) any personal injury (including death) to any persons or damage to or loss of tangible personal property resulting from any act, error, negligence, and/or omission of Client, its employee, agent, and/or contractor; (b) any Client data, document, technology, software, material, and/or information provided or made accessible to Anacostia Ventures infringing upon or misappropriating any patent, trademark, copyright, trade secret, or other intellectual property right of any third-party; (c) any joint or several liability to which Anacostia Ventures may become subject under any applicable law, or otherwise, related to or arising out of any transaction contemplated by any Engagement Letter; and/or (d) the negligence, willful misconduct, or violation of law by Client, its employee, agent, or contractor. Client will not be liable under this indemnification provision to the extent that any third-party loss, damage, liability, or expense is found to have resulted directly from Anacostia Ventures’ willful misconduct and/or gross negligence.

5.3 Commencement of Actions; Mitigation of Damages. No party may commence any action under the Agreement more than one (1) year after the occurrence of the breach or event giving rise to the claim for damages and/or indemnification. The claiming party shall use commercially reasonable efforts to mitigate and avoid any damages. Client agrees that no action or claim will be brought against any Anacostia Ventures employee personally.

6. Confidentiality.

6.1 As used herein, "Confidential Information" means all confidential information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. The Receiving Party agrees to restrict access to the Disclosing Party’s Confidential Information to such of its personnel, agents, consultants, and/or contractors (“Representatives”) who have a need to have access such information for purposes of performing the Receiving Party’s obligations under the Agreement and who have been advised of and are bound by written agreements providing for the protection of Confidential Information by means no less restrictive than those contained in this Agreement. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information for any purpose other than as intended for the provision and/or use of the Services and/or any Work Product under the Agreement. The Receiving Party’s non-disclosure obligations shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Disclosing Party’s Confidential Information; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently

developed by employees and/or contractors of the Receiving Party without access to or use of the Disclosing Party's Confidential Information; or (v) is required to be disclosed in order to enforce this Agreement or pursuant to a regulation, law, or court order (but only to the minimum extent required to comply with such regulation or order and with advance written notice to the Disclosing Party to the extent legally permissible). The Receiving Party acknowledges that disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which monetary damages alone might not be a sufficient remedy and, therefore, that, upon any such disclosure or threatened disclosure by the Receiving Party, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to any other rights and remedies it might have at law or in equity.

6.2. Subject to the terms and conditions of this Agreement, the Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, except with the Disclosing Party's prior written permission. While the Agreement is in effect and during the three (3) year period thereafter, Client shall not disclose the terms of the Agreement to any third party without the express written consent of Anacostia Ventures.

6.3 The Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party, and will protect the confidentiality thereof in the same manner as it protects the confidentiality of its own Confidential Information and at all times shall exercise at least a reasonable degree of care in the protection of the Disclosing Party's Confidential Information.

6.4 Upon termination of the Agreement, each party shall, upon written request from the other party, return to the other party all property and documentation of the other party that is in its possession, except that Anacostia Ventures shall be entitled to retain one copy of such documents in order to maintain a record of its involvement in the engagement, subject to its continuing confidentiality obligations hereunder.

7. General Provisions.

7.1 Entire Agreement. The Engagement Letter and these Terms and Conditions and any amendments agreed to in writing by both parties constitute the entire agreement and sets forth the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements and discussions with respect thereto.

7.2 Relationship of Client and Anacostia Ventures. The parties are independent contractors. The Agreement does not create a joint venture or partnership between the parties; no party is by virtue of the Agreement authorized as an agent, employee, or representative of the other party.

7.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement. The Agreement does not create any right enforceable by any person who is not a party to the Agreement.

7.4 Modifications and Waiver. No modification of or amendment or addition to the Agreement is valid or binding unless set forth in writing and executed by both parties. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

7.5 Assignment. Subject to the terms of the Agreement, the Agreement and any rights or obligations hereunder shall not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the non-assigning party.

7.6 Governing Law and Arbitration. The Agreement and any claim, controversy, right, obligation, or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation and enforcement of the rights, performance obligations, and duties of the parties shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. Any dispute, controversy, or claim directly or indirectly relating to or arising out of the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs and expenses (including reasonable attorney's fees of the prevailing party) shall be borne and paid by the party that the arbitrator, or arbitrators, determines is the non-prevailing party. The exclusive venue for any arbitration proceeding shall be in Palm Beach County, Florida. Client agrees and consents to personal jurisdiction, service of process, and venue in any federal or state court within the State of Florida in connection with any action brought to enforce any arbitration award and in connection with any action to compel arbitration. EACH OF CLIENT AND ANACOSTIA VENTURES ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS SHAREHOLDERS, WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THE ENGAGEMENT OF ANACOSTIA VENTURES PURSUANT TO, OR THE PERFORMANCE BY ANACOSTIA VENTURES OF THE SERVICES CONTEMPLATED BY, THE AGREEMENT.

8.7 Notices. Any notices under this Agreement shall be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service.

8.8 Non-Solicitation. While this Agreement is in effect and for one (1) year thereafter, Client shall not, directly or indirectly, solicit for employment or engage (whether as an employee, independent contractor, or consultant) any Anacostia Ventures employee, consultant, or subcontractor who was involved in providing any Services to Client under the Agreement.

7.9 Severability. If any provision of the Agreement is held to be unenforceable or illegal by any court of competent jurisdiction, such provision shall be modified only to the extent necessary to render it enforceable, or shall be severed from the Agreement, and all other provisions of the Agreement shall remain in full force and effect.

7.10 Interpretation of Agreement; English Language. The Agreement will be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there will be no presumption or inference against the party drafting the Agreement in construing or interpreting any of the provisions. English shall be the governing language of the Agreement and any translation of the Agreement into any other language shall be secondary to the original English version and the form and substance of any such translation will be determined at Anacostia Ventures' sole discretion.