



ADAQUEST TERMS OF SERVICE

THESE TERMS OF SERVICE ("AGREEMENT") GOVERN YOUR USE OF THE ADAQUEST WEBSITES AND THE SERVICES, INCLUDING BETA TESTING, RISK FREE TRIAL, AND PURCHASED SERVICES.

BY VIEWING THE ADAQUEST WEBSITES, CLICKING A BOX INDICATING YOUR ACCEPTANCE, SUBMITTING AN ORDER FORM, OR USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT INCLUDING THE SUPPLEMENTS TO ADAQUEST TERMS OF SERVICE ATTACHED AND CREATE A BINDING AGREEMENT BETWEEN YOU AND US.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE THAT AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You agree that we may modify this Agreement by posting a revised version on the adaQuest Website and by notifying You by email. By clicking to accept the revised Agreement, or continuing to use or receive the Services, you agree to the revised Agreement. It is your responsibility to read and understand the entire Agreement and changes made to it. This Agreement was last updated on March 1st, 2015.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

You may not view adaQuest Websites or use the Services if You are under the age of 18. If adaQuest determines that an account has been set up or used by anyone under 18, adaQuest will terminate the account.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Appointee" shall have the meaning set forth in Section 2.2 (Appointments).

"adaQuest Website" adaQuest's main website at <http://www.adaquest.com>, <http://www.vr-tad.com>, any sub-domains under that main site, any web pages providing any part of any of the Services, and any localized versions of any of the foregoing in different languages or for different regions.

"Content" means all audio, video, multimedia, data, text, images, documents, computer programs, and any other information or materials uploaded by or on behalf of You in connection with Your use of the Service.

"Demo" means a demonstration environment provided to You at no or at extra cost, hosted on Our server and to be used for the sole purpose of conducting product evaluation, demonstration or training. Under no circumstance a Demo should be used for holding production or actual project data.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, spyware, and any other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means online order forms for purchases of Services. Order Forms are part of this Agreement.

"Purchased Services" means Services that You purchase, as distinguished from those provided for a beta test or risk free trial.

"Services" means Our online, Web-based applications, excluding Third Party Applications.

"Service Term" means the period of time for which you have elected to pay for and/or use the Service.



"Third-Party Applications" means online, Web-based applications and offline software, services, customizations that interoperate with the Services but are provided by third parties.

"True Up" means an inventory procedure adaQuest follows to account for all User Subscriptions (Seats), storage space, or minutes-of-use in excess of what the You have originally purchased for a given billing cycle.

"Users" means individuals You authorize to use the Services You subscribe to (e.g., Your employees, consultants, contractors and agents; or third parties with which You transact business), and who have been supplied user identifications and passwords by You (or by Us at Your request).

"We," "Us" or "Our" means adaQuest.

"You" or "Your" means the individual, company, or other legal entity for which you are accepting this Agreement, Affiliates of that company or entity, as well as Appointees, consultants, contractors and agents authorized to perform work and modify your Service and Third-Party Applications.

"Your Data" means all electronic data or information submitted by You and Users to the Purchased Services.

2. BETA TEST, TRIAL, PROMOTION AND DEMONSTRATION

2.1 BETA TEST

This Section (Beta Test) applies to you solely if You have subscribed to the Service on a beta test (pre-release) basis.

We may make one or more Services available to You as part of a beta test of new or updated Services. We will determine the length of the beta test. Additional beta test terms and conditions may appear on the beta test registration web page. Any additional terms and conditions are part of this Agreement. Beta tests are confidential and You agree not to make any public statements regarding any Services provided as part of a beta test.

DATA YOU ENTER INTO THE SERVICES, AND CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING A BETA TEST TRIAL MAY NOT BE TRANSFERRED TO PURCHASED SERVICES.

DURING THE BETA TEST TRIAL SECTION 9.1 DOES NOT APPLY AND THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

2.2 TRIAL USE OF SERVICE

This Section (Trial Use of Service) applies to you solely if You have subscribed to the Service on a trial basis.

2.2.1 TRIAL USE

In addition to the other terms of this Agreement, as a trial user of the Service, Your right to access and use the Service is limited as provided in the e-mail communication from Us acknowledging Your right to use the Service, or as provided in the Web pages describing trial use of the Service for the specified number of users (seats). This trial Service might be offered by Us at a later time with different features, for a fee, or not at all, as determined by Us in Our sole discretion. In order to maintain a consistent quality of service, We reserve the right to temporarily suspend trial access to the Service as needed.

2.2.2 TERMINATION OF TRIAL SERVICE

Your right to use the Service on a trial basis shall terminate immediately upon expiration of the limited time period granted at the time you subscribed to the Service on a trial basis. In addition, We reserve the right, for any reason in Our sole discretion without prior notice,



to discontinue or suspend Your trial use, and to terminate Your trial account. Your rights and the rights of Participants to access Content submitted to your account and processed by the Service shall terminate immediately upon termination of Your right to use the Service.

2.2.3 CONVERSION TO PAID SERVICE

If You do not request to extend your trial and make it a Purchased Service, then at the end of the trial period, the Service will be automatically cancelled. Additional trial terms and conditions may appear on the trial registration web page. Any additional terms and conditions are part of this Agreement.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING THE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES, PURCHASE UPGRADED SERVICES, OR EXPORT THE DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

2.3 PROMOTIONAL OFFERS

Time to time, We may offer promotion and provide a rebate to You. The rebate is to be given in a form of a credit and may be subject to additional conditions. Promotional offers have no cash value. A promotional offer cannot be combined with other promotional offering or discount. Credit will be applied as per the terms of Our promotional offer. Account must be in good standing in order to qualify for any promotional offer. All Our promotions are subject to change or may end without any notice from Us.

2.4 DEMONSTRATION ENVIRONMENTS

2.4.1 DEMONSTRATION ENVIRONMENT FOR EVALUATION PURPOSE

We may make one or more Services available to You for evaluation purpose. We will determine the length of those Services and additional terms and conditions which may appear on registration web page or supplemental information delivered to You are part of this Agreement.

Since Your demonstration environment for evaluation purpose may include additional customization provided by Us or Third-Party Applications providers and could involve manual configuration, it is not subject to Section 9.1 and 9.3 of this Agreement and the Services are provided "as-is" without any warranty.

Demonstration environments are subject to be reset, refreshed or re-imaged which may cause permanent loss of data you may have entered. Therefore demonstration environments are not to be used for holding production or actual project data.

DATA YOU ENTER INTO THE SERVICES, AND CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, IN A DEMONSTRATION ENVIRONMENT MAY NOT BE TRANSFERRED TO PURCHASED SERVICES.

3. PURCHASED SERVICES

3.1 PROVISION OF PURCHASED SERVICES

We will make the Purchased Services available to You according to this Agreement and the applicable Order Forms. To access the Service You will be required to have a supported hardware, internet browser and Operating System components as specified by Microsoft and Third-Party Application providers. For more details see requirements for Project Server 2013.



3.2 USER SUBSCRIPTIONS (SEATS)

Unless otherwise specified in the applicable Order Form: (i) Services are purchased as User subscriptions and may only be accessed by the specified number of Users; (ii) additional User subscriptions (seats) may be added during the Service Term at the same price as that for the pre-existing subscriptions (or less if agreed by Us), for the remainder of the Service Term in effect when the additional User subscriptions are added; and (iii) the added User subscriptions will end on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and may not be shared or used by more than one User.

3.3 MODIFYING YOUR PLAN, ADDING USERS OR ASSIGNING USERS

You may be able to modify Your plan by adding Users subscriptions (seats), adding Users or assigning Users to a subscription (seat). By doing so, You acknowledge that in reference to Our True Up procedure We will invoice You for subscriptions (seats) in excess of what You have in prior Order Form as per section 3.2 above.

4. USE OF THE SERVICES

4.1 OUR RESPONSIBILITIES

We will: (i) provide You with basic support for the Purchased Services at no additional charge, or upgraded support if purchased separately; (ii) use commercially reasonable efforts to make the Purchased Services available in accordance with the adaQuest Service Level Agreement ("SLA") except for: (a) planned downtime (as described in the SLA); (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays; (c) custom hardware and software configurations; (d) configurations without automatic failover; or (e) Beta Test; (iii) provide the Services only in accordance with applicable laws and government regulations; (iv) provide reasonable level of protection against Malicious Code using industry standard anti-virus software and firewall protection; and (v) not purposely store or transmit Malicious Code through our Services.

4.2 YOUR RESPONSIBILITIES

You will: (i) be responsible to ensure Users' compliance with this Agreement and adaQuest's Acceptable Use Policy; (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use; (iv) use the Services only in accordance with the applicable laws and government regulations; (v) designate employees or agents "Users" who are authorized to access and use the Services on behalf of You, (vi) establish the level of authority granted to each User, if applicable, (vii) direct Us to revoke or suspend any User's access to your Services when appropriate, and (viii) otherwise administer Your use of the Services. You are responsible for all activity on Your Service by Users and others who obtain access via any User's userID and password.

You will not: (a) make the Services available to anyone other than Users; (b) sell, resell, rent or lease the Services; (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material; or to store or transmit material in violation of third-party rights; (d) use the Services to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Services or third-party data; or (f) attempt to gain unauthorized access to the Services or their related systems or networks; (g) and will ensure that each of Your Users do not, disclose or share any userID or password with any third parties or use them for any unauthorized purpose.



4.3 ACCESS TO SERVICE

You acknowledge that your ability to access the Service may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. We are not responsible for any equipment you may need to be able to access the Service.

4.4 APPLICATION LIMITATIONS

Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, We, Our affiliates, suppliers, licensors, and resellers specifically disclaim any express or implied warranty of fitness for such purposes.

4.5 APPOINTMENTS

You may appoint individuals within your organization or other third parties to administer various functions of the Service ("Appointees"), as applicable. Notwithstanding anything to the contrary set forth in Section 4.2 of this Agreement, You may, if applicable, provide to Appointees specific Log-In Information for the sole purpose of enabling such Appointee to administer various functions of the Service in accordance with the terms of this Agreement. You are solely responsible for all acts or omissions of Appointees in connection with the Service.

5. THIRD-PARTY PROVIDERS

5.1 THIRD-PARTY PRODUCTS AND SERVICES

Your use of third-party products or services, including Third-Party Applications, and any exchange of data between You and any third-party provider, is solely between You and the third-party. We do not warrant or support third-party products or services. No purchase of third-party products or services is required to use the Services.

5.2 THIRD-PARTY APPLICATIONS INSTALLED OR ENABLED BY YOU

If You install or enable Third-Party Applications, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Services. We will not be responsible for any disclosure, modification or deletion of Your Data resulting from access by Third-Party Application providers.

5.3 THIRD-PARTY APPLICATIONS INSTALLED OR ENABLED BY US

If You order a Third-Party Application directly from Us, We will install or enable the Third-Party Application for You. In this case, You will be subject to additional terms and conditions for the Third-Party Application and You must agree to these additional conditions as found in the supplements of this Agreement. Also, You acknowledge that We do not warrant or provide application support for any Third-Party Applications installed or enabled by Us. Additionally, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Services.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1 USER SUBSCRIPTION (SEAT) FEES

You will pay all fees specified in all Order Forms and subsequent changes You have made as per section 3 above. Except as otherwise specified in this Agreement or an Order Form: (i) fees are quoted and payable in United States dollars; (ii) fees are based on services purchased or ordered and not actual usage; (iii) payment obligations are non-cancelable and fees paid are non-refundable; and (iv) the number of User subscriptions (seat) purchased may not be decreased during the Service Term stated on the Order Form. Subscription



fees are based on monthly periods that begin on the subscription start date and automatically renew on each monthly anniversary of the start date. For adaQuest TAD plans, fees for subscriptions added in the middle of a monthly period will be billed on a pro-rated basis. For any dedicated server plans, fees for subscriptions added during a month will be billed for a full month at the same price as that for the pre-existing subscriptions (or less if agreed by Us).

6.2 INVOICING AND PAYMENT

You will provide Us with valid and updated credit card information, or a payment authorization form for electronic check (e-check form) or with a valid purchase order or alternative document reasonably acceptable to Us as per sections 6.7 and 6.8 of this Agreement. If You provide credit card information or an e-check form to Us, You authorize Us to charge it for all fees for Purchased Services. Charges will be due in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card or e-check, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due when invoiced. You are responsible for maintaining complete and accurate billing and contact information in the Services.

6.3 OVERDUE CHARGES

If any payment for Purchased Services is not received by the due date we may: (a) charge late fees based on the following schedule: \$30 per month for each past due invoice under \$1000; \$50 per month for each past due invoice between \$1000 and \$2,499; \$100 per month for each past due invoice of \$2,500 and up (b) condition future subscription renewals and Order Forms on shorter payment terms.

6.4 SUSPENSION OF SERVICES AND ACCELERATION

If any amount You owe for Our services is thirty (30) or more days overdue or ten (10) or more days overdue in the case of amounts You have authorized Us to charge to Your credit card, We may accelerate Your unpaid fee obligations so that all Your payment obligations become immediately due and payable, and suspend Our services to You until your account is paid in full.

6.5 PAYMENT DISPUTES

We will not exercise Our rights under Section 6.3 or 6.4 if the overdue charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

6.6 TAXES

6.6.1 SALES TAXES AND SIMILAR

Our fees do not include any taxes, levies, duties or similar governmental assessments, (e.g., value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction) (collectively, "Taxes"). You are responsible for paying any Taxes associated with Purchased Services You order, subject to withholding obligations imposed by law. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, we will invoice you for the amount due and You will pay it, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.6.2 DUTIES, TARIFFS, LEVIES AND SIMILAR INCURRED BY US

Exception of GST/HST and similar referenced in clause 6.6.1, all taxes, customs duties, tariffs and similar levies incurred by Us in the course of supplying the Services to You are the responsibility of Us. You will not reimburse such taxes, customs duties, tariffs and similar levies incurred.



6.6.3 TAX REPRESENTATION

(a) We represents and warrants that it is NOT a Goods and Services Tax/Harmonized Sales Tax (GST/HST) registrant for the purposes of the Excise Tax Act of Canada.

(b) We shall immediately notify You of any change in its status as a Goods and Services Tax/Harmonized Sales Tax (GST/HST) registrant.

6.6.4 COMPLIANCE WITH APPLICABLE TAX LAWS

Without limiting any other provisions herein, We shall charge the proper amount of tax to You, collect the proper amount of tax from You and remit the proper amount of tax to all applicable taxation authorities in accordance with all applicable tax laws with respect to any fees, payments or charges to be paid to Us hereunder.

6.6.5 WITHHOLDING TAXES

For greater certainty, and notwithstanding any other provision of this Agreement, You are expressly authorized and directed to deduct from all fees, payments and charges otherwise payable to Us and remit to the applicable taxation authority, all withholding taxes that may apply with respect to any payments hereunder, now or in the future, or which may be imposed by law or regulation as an obligation upon You with respect to any fees, payments or charges to be paid to Us hereunder. If You do not withhold such taxes, and it is subsequently determined that such taxes should have been withheld, We shall indemnify, defend and hold You harmless from all claims arising therefrom, for the full amount of such taxes.

6.7 ACCEPTABLE FORMS OF PAYMENT FOR MONTH-TO MONTH PLANS

For any month-to-month plans we accept major credit cards including Visa, MasterCard, American Express and Discover. Subject to Our approval, we may accept company checks drafted from a US bank account, ACH or wire transfer for single plan adding up to more than Two Thousand Dollars US Dollars (\$2000 USD) in total billing per month.

6.8 ACCEPTABLE FORMS OF PAYMENT COVERING FOR MORE THAN 1 MONTH OF SERVICE

Subject to Our approval, We will accept company checks drafted from a US bank account, ACH or wire transfer as a form of payment for service covering for a period longer than 1 month. We do not accept payment by credit card for payment covering for more than 1 month of service.

6.9 PAYMENT BY CHECK

When You provide a check as payment, You authorize Us either to use information from Your check to make a one-time electronic fund transfer (EFT) from Your account or to process the payment as a check transaction. If We process Your payment by EFT, the funds may be withdrawn the same day we receive Your payment, and Your cancelled check will not be returned. Please contact support@vr-tad.com with questions.

6.10 AUTOMATED RECURRING BILLING

Payment to Us uses an automatic monthly payment feature. Therefore You authorize Us to withdraw from Your bank account or charge Your credit or debit card for the monthly charges associated with Your plan (including Your rate plan charge, add-on services selected, incidental purchases, plus applicable taxes, fees and surcharges). We will withdraw funds or charge Your card on the due date on Your plan. You may stop a withdrawal or charge by terminating Your Service as per section 12 of this Agreement. You have the right to receive notice of all varying transfers from Your bank account. We are not liable for losses of any kind as a result of an error in Your account or a delayed transfer or charge. You must promptly notify Us of any changes to Your payment information to avoid



possible suspension of service as per section 6.4 of this Agreement and Our only liability is to make appropriate changes after we receive your updated information.

6.11 DATA STORAGE FEE

Your Service comes with a pre-defined storage quota as per Your Order Forms. If you exceed Your storage quota during any given calendar month, You will be billed for the excess as per the Order Form. Excess is calculated in GB whereas 1 GB equates to 1000MB and is based on Your peak SQL data size from which your quota has been subtracted.

PROPRIETARY RIGHTS

7.1 RESERVATION OF RIGHTS

We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. We grant You no rights other than to use the Services according to this Agreement.

7.2 RESTRICTIONS

You will not: (i) permit anyone other than Users to access the Services; (ii) create derivative works based on the Services; (iii) copy, frame or mirror any part or content of the adaQuest Websites or the Services; (iv) reverse engineer the Services; or (v) access the Services in order to: (a) build a competitive product or service; or (b) copy any features, functions or graphics of the Services or the adaQuest Websites.

7.3 OWNERSHIP OF YOUR DATA

As between You and Us, You exclusively own all rights, title and interest in and to all of Your Data. You are solely responsible for the accuracy of Your Data and for any information You provide to Us (e.g., email address, credit card information, etc.). In providing the Services, we rely on the information You provide to Us, and We will not be responsible for any interruption or failure of the Services caused by any inaccuracy in the information You provide to Us.

7.4 SUGGESTIONS

If You or any User give Us any suggestions, enhancement requests, recommendations or other feedback relating to the operation of the Services, You grant Us a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate it into the Services.

7.5 UNITED STATES OF AMERICA FEDERAL GOVERNMENT END USE PROVISIONS

We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.



8. CONFIDENTIALITY

8.1 DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

8.2 PROTECTION OF CONFIDENTIAL INFORMATION

Except as otherwise permitted in writing by the Disclosing Party: (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those in this Agreement.

8.3 PROTECTION OF YOUR DATA

We will use industry standard administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Your Data, in accordance with our Data Confidentiality Policy. We will not: (i) modify Your Data; (ii) disclose Your Data except as compelled by law in accordance with Section 8.4 or as expressly permitted in writing by You; or (iii) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

8.4 COMPELLED DISCLOSURE

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES AND DISCLAIMERS

9.1 OUR WARRANTIES

We warrant that: (i) the Services will perform substantially in accordance with the User Guide; and (ii) the functionality of the Services will not be materially decreased during a Service Term. For any breach of either such warranty, Your exclusive remedy will be as provided in Section 12.3 and Section 12.4.



9.2 MUTUAL WARRANTIES

Each party represents and warrants that: (i) it has the legal power to enter into this Agreement; and (ii) it will not transmit to the other party any Malicious Code.

9.3 DISCLAIMER FOR PROVISIONING TIME

Actual provisioning time for the Services may vary based on Your internet connection, the complexity of Your order and the number of concurrent orders being placed.

9.4 DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.5 DISCLAIMER FOR THIRD-PARTY WEBSITES

Our websites are linked with the websites of third parties ("Third-Party Websites"), some of whom may have established relationships with Us and some of whom may not. We do not have control over the content and performance of Third-Party Websites. We have not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on or through Third-Party Websites. Accordingly, We do not represent, warrant or endorse any Third-Party Website, or the accuracy, currency, content, fitness, lawfulness or quality of the information material, goods or services available through Third-Party Websites. We disclaim, and You agree to assume, all responsibility and liability for any damages or other harm, whether to You or to third parties, resulting from Your use of Third-Party Websites.

10. INDEMNIFICATION

10.1 INDEMNIFICATION BY US

We will defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property or other rights of a third party, and indemnify and hold You harmless against any damages finally awarded against You in connection with any such Claim (including reasonable attorney's fees incurred); provided, that You: (i) promptly give Us written notice of the Claim; (ii) give Us sole control of the defense and settlement of the Claim; and (iii) provide Us all reasonable assistance, at Our expense.

10.2 INDEMNIFICATION BY YOU

You will defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against Us in connection with any such Claim (including reasonable attorney's fees incurred); provided, that We: (i) promptly give You written notice of the Claim; (ii) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (iii) provide to You all reasonable assistance, at Our expense.

10.3. EXCLUSIVE REMEDY

This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.



11. LIMITATION OF LIABILITY

EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU UNDER THIS AGREEMENT OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF FIFTY THOUSANDS US DOLLARS (\$50,000.00) OR THE AMOUNT YOU PAID US FOR PURCHASED SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. THIS SECTION 11 WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6.

11.1 EXCLUSION OF CERTAIN DAMAGES

NEITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, "COVER DAMAGES", OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. TERM AND TERMINATION

12.1 TERM OF AGREEMENT

This Agreement begins on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a Beta test period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the Beta test period. If You elect to use the Services for risk free trial period and do not cancel before the end of the risk free trial, this Agreement will automatically renew and the trial will automatically convert to a Purchased Service as provided in Section 2.2. To cancel a Purchased Service you must submit a service request via our website.

12.2 TERM OF PURCHASED USER SUBSCRIPTIONS

Subscriptions for Purchased Services begin on the start date specified in the applicable Order Form and continue for the Service Term specified in the Order Form. Except as otherwise specified in the applicable Order Form, all User subscriptions automatically renew for additional periods equal to the expiring Service Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal as per section 12.3 and 12.4 of this document.

The per-unit pricing during any renewal term will be the same as that during the prior term unless We have given You written notice of a price increase at least 30 days before the end of such prior term, in which case the price increase will be effective upon renewal and thereafter. The re-assignment of a subscription to a different user may be subject to restrictions and to additional charges in accordance to Microsoft licensing requirements.

12.3 CANCELLING YOUR SERVICE PLAN

- a. Unless specified otherwise in your order, Your Service is a month-to-month offering and as per section 12.1 and 12.2, in order to effectively cancel your plan You must submit a cancellation order at least twenty-one (21) calendar-days before it is set to renew automatically.
- b. For Service with a twelve (12) or more months duration and as per section 12.1 and 12.2, in order to effectively cancel Your plan You must submit a cancellation order at least sixty (60) calendar-days before the scheduled service end date.

In order to properly cancel your service plan, (i) You must send an email to legal@vr-tad.com with your business name, customer ID, and a contact phone number; (ii) Submit your "Cancel Plan" request according to 12.3(a) and 12.3(b) and (iii) Receive a confirmation from adaQuest that your plan was cancelled. Failure to do so will result in an automatic renewal of Your subscriptions.



CANCELLATION REQUESTS MADE BY PHONE OR EMAIL WILL NOT BE ACCEPTED DUE TO DATA SECURITY POTENTIAL ISSUES.

12.4 TERMINATION FOR CAUSE

A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if the breach remains uncured at the expiration of that thirty (30) day period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.5 TERMINATION OR SUSPENSION WITHOUT CAUSE

We may suspend your right and license to use any or all Services, or terminate this Agreement in its entirety (and, accordingly, cease providing all Services to you), for any reason or for no reason, at our discretion at any time by providing you sixty (60) days advance notice. Notwithstanding anything to the contrary in this Agreement, You may terminate this Agreement or any Service hereunder for any reason or no reason, by providing Us with sixty (60) days advance notice. In such event, You will have no further payment or other obligation under this Agreement.

12.6 REFUND OR PAYMENT UPON TERMINATION

Upon any termination for cause by You or termination without cause by Us, We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You will pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.7 RETURN OF YOUR DATA

Upon request by You made within fifteen (15) days before the effective date of termination of a Purchased Services subscription, and subject to a fee up to \$300USD, We will make Your Data available to You for download. We will have no obligation to maintain or provide any of Your Data and may permanently delete all of Your Data in Our systems or otherwise in Our possession or under Our control beyond the effective date of the termination of a Purchased Services subscription.

12.8 SURVIVING PROVISIONS

Sections 1, 7, 8, 9.4, 9.5, 10, 11, 12.7, 13, and 14 will survive any termination or expiration of this Agreement.

13. NOTICES; DISPUTES; GOVERNING LAW

13.1 NOTICES FROM US TO YOU

We will post notices from Us to You that affect our customers generally (e.g., notices of updated fees, Changes to Terms of Service, etc.) on the adaQuest Website and via the Your email address. We will send notices from Us to You specifically (e.g., notices of breach, suspension, etc.) to You at the email address You provide to Us in Your registration for the Services or in any updated email address You provide to Us in accordance with standard account information update procedures We may provide from time to time. It is Your responsibility to keep Your email address current. You will be considered to have received any email we sent to that regardless of whether or not You actually receive it.

13.2 NOTICES FROM YOU TO US

You will send notices to Us under this Agreement at this email address legal@vr-tad.com

13.3 LANGUAGE OF NOTICES

All communications and notices must be written in English.



13.4 DISPUTES

Any dispute relating to this Agreement ("Dispute") will be resolved by binding arbitration according to the then-current rules of the American Arbitration Association. The existence, content (including all documents and materials submitted to the arbitrator), and results of any arbitration will be confidential. The arbitrator will be a neutral practicing attorney or retired judge with experience in similar cases. The arbitrator must agree in writing to maintain the confidentiality of the arbitration. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The prevailing party will be entitled to recovery of arbitration expenses (including reasonable attorney's fees). The arbitrator's award will include provisions for this recovery. The arbitrator's award will be binding and final. Any court with jurisdiction may enter a judgment upon the award. The arbitration will be conducted in English and held in Seattle, WA. This Agreement is governed by, and the arbitrator will apply, the substantive laws of the State of Washington excluding its conflicts of law provisions.

14. GENERAL PROVISIONS

14.1 EXPORT COMPLIANCE

Each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and agrees to comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. You will not permit Users to access or use Services in violation of any export embargo, prohibition or restriction.

14.2 RELATIONSHIP OF THE PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.3 NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement.

14.4 WAIVER AND CUMULATIVE REMEDIES

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided are not exclusive of any other remedies at law or in equity.

14.5 SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

14.6 ATTORNEY FEES

You will pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due to Us under this Agreement following Your breach of Section 6.2.

14.7 ASSIGNMENT

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph will be termination of this Agreement upon written



notice to the assigning party. We will refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of that termination. This Agreement will bind the parties respective successors and permitted assigns.

14.8 ENTIRE AGREEMENT

This Agreement, including all Order Forms and the Supplements to adaQuest Terms of Service attached, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Other terms or conditions (e.g., in a purchase order or other documentation provided by You) are not part of this Agreement and will have no effect. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of the Order Form will prevail.