

Entrepreneur SOLUTIONS

Attachment A

TERMS AND CONDITIONS FOR PARTICIPATION IN ENTREPRENEUR SOLUTIONS

(including a waiver of claims and limitations of liability)

Entrepreneur Solutions is a project under The Entrepreneur Center @NVTC that is supported by the Northern Virginia Technology Council. Entrepreneur Solutions and its various services (the "Project") are offered to entrepreneurs subject to rules governing the use of these services. By participating in and using the Project services, you agree to pay all applicable fees and abide by these rules, as they now exist and as they may be amended and you agree to ensure that any person in your company or firm to whom you grant access to the Project will abide by all terms and rules. Obviously, if the rules change in some way that you find unacceptable, you are free to terminate your participation in the Project at any time. Any reference to "Participant(s)" herein refers to entrepreneur(s) executing an application to participate in the Project.

I. NO CLIENT RELATIONSHIP/CONFIDENTIALITY

The central ground rule is that the receipt of distribution of materials and advice through the Project system, does NOT constitute the formation of a lawyer-client, accountant-client, banker client, or any other client confidential relationship. Materials distributed by you through the Project that are not collected by you at the end of the service, and oral communications made by you during the Project, shall not in any event be deemed confidential or privileged.

Participants requiring absolute confidentiality should either (i) forgo use of the Project and hire their own expert professionals or (ii) redact written materials presented to advisors and not use identifiable names of products, competitors, former employers, etc. in their oral discussions with advisors. However, by subscribing to Project services, the Participant acknowledges his or her understanding that the volunteer professional advisors have confidential relationships with other clients whose interests possibly might conflict in the past, currently or in the future with the interests of the Participant. Project advisors do not want to know, and do not need to know, the actual names of persons, processes, competitors, etc. in order to generally advise a Participant in the Project. Exchanges of views on hypotheticals are encouraged. Each Participant asking questions and seeking advice has, by agreeing to subscribe to the Project, undertaken that he or she remains solely responsible for protecting his or her interests, and no Participant shall be entitled to claim detrimental reliance on any views expressed or advice received from Project advisors, or to claim that

providing answers or advice resulted in any duty to update such advice or to use care to protect the interests of the Participant. Each Participant of the Project undertakes to protect his or her interests by fitting the advice received to the facts and circumstances, by taking whatever steps are necessary, (including without limitation engaging separate professional advisors) to check all views and advice received and by personally assuring that the information provided by the Participant is accurate and complete.

NVTC will respect the confidentiality of non-public information prominently marked "confidential" and any opinions expressed by Participants or advisors during the course of the Project subject to a reservation of its right to debrief Participants and advisors for the purpose of improving the Project services or to protect the rights or property of NVTC. Except as expressly provided herein or as required by law, NVTC will not disclose the contents of private written materials provided to advisors to anyone other than advisors/addressees, authorized recipients, or those NVTC employees or advisory boards members to whom such disclosure is necessary.

NVTC may use for its own purposes non-public information regarding the Project use and any information regarding the contents of public materials. NVTC will not reveal to any third party, including other Participants, any non-public information prominently marked "confidential" that identifiably discloses any Participant's specific use for the Project, unless such disclosure is required to operate the Project, or by authorized demands of law enforcement authorities or by court order compelling disclosure of information within NVTC's control. It will be NVTC's general policy to return all written materials of a Participant upon request.

II. WAIVER AND LIMITATIONS OF LIABILITY

As a Participant you should understand that neither NVTC or its divisions, affiliates, advisory board members or subsidiaries, nor NVTC's directors, officers, employees or agents (hereinafter collectively "NVTC"), nor any of the volunteer professional advisors nor any of the NVTC members who provide volunteer professional advisors to the Project make any warranty concerning the accuracy of any information communicated or advice exchanged through the Project. WITH THE EXCEPTION OF THE EXPRESS REPRESENTATIONS SET FORTH IN THESE TERMS AND CONDITIONS, NVTC , ITS VOLUNTEER PROFESSIONAL ADVISORS AND ALL NVTC MEMBERS SUPPLYING VOLUNTEER ADVISORS TO THE PROJECT HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND ENTIRE MAXIMUM LIABILITY OF NVTC, ITS VOLUNTEER PROFESSIONAL ADVISORS AND ALL NVTC MEMBERS SUPPLYING INFORMATION OR ADVICE THROUGH THE PROJECT TO ANY PARTICIPANT FOR ANY

AND ALL LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND SHALL CONSIST OF A DUTY TO REFUND THE APPLICATION FEE PAID BY THE PARTICIPANT. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTICIPANT BY SIGNING THE APPLICATION FORM TO WHICH THIS PAGE IS ATTACHED, HEREBY WAIVES ANY AND ALL CLAIMS RELATING, DIRECTLY OR INDIRECTLY, TO THE ADVICE OR INFORMATION COMMUNICATED TO OR MADE AVAILABLE TO THE PARTICIPANT THROUGH THE PROJECT, WHETHER SUCH CLAIMS ARE AGAINST NVTC, ANY NVTC MEMBER, ANY ADVISOR OR ANY OTHER PERSON WHO HAS COMMUNICATED TO THE PARTICIPANT OR SUPPLIED ADVICE THROUGH THE PROJECT. IN NO EVENT SHALL NVTC, ANY NVTC MEMBER OR ANY ADVISOR TO THE PROJECT, OR ANY PARTIES SUPPLYING VOLUNTEER PROFESSIONAL ADVISORS TO THE PROJECT BE LIABLE FOR PROFESSIONAL MALPRACTICE OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

III. TERMINATION

Although any already paid membership or application fee is non-refundable, each Participant is free to terminate its participation at any time for any reason. NVTC may terminate participation without notice if it reasonably concludes that any Participant has breached these terms and ground rules or is otherwise abusing the Project. NVTC shall be free to terminate its provision of Project services at any time.

IV. INTEGRATION

These terms and conditions, including the attached Application Form, incorporated herein by reference, represent the complete statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter hereof.