

2.4 Fee Changes. Capstone may change subscription fees at the beginning of any renewal term, with at least 30 days' written notice. Your continued use of the Service after the new pricing takes effect constitutes acceptance.

2.5 Refunds. Subscription fees are non-refundable except as required by applicable law or as expressly stated in a separate order form.

2.6 Suspension for Non-Payment. Capstone may suspend your account for non-payment after providing 10 days' written notice. Capstone is not liable for any loss resulting from a suspension for non-payment.

Section 3: License Grant

3.1 License to Use. Subject to these Terms and payment of applicable fees, Capstone grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use DeployReady during the subscription term for Customer's internal business purposes.

3.2 Restrictions. Customer may not: (a) sublicense, sell, resell, transfer, or assign the Service to any third party; (b) modify, translate, or create derivative works based on the Service; (c) reverse engineer, decompile, or disassemble the Service; (d) use the Service to build a competing product; (e) use the Service in violation of any applicable law; or (f) attempt to gain unauthorized access to any component of the Service or its underlying infrastructure.

Section 4: Scope Boundaries and Prohibited Data

This section is material to the nature of the Service. Read it carefully before uploading any data to DeployReady.

4.1 Prohibited Data Defined. "Prohibited Data" means any of the following:

- Federal Contract Information (FCI) as defined at FAR 4.1901 -- information provided by or generated for the Government under a federal contract that has not been approved for public release;
- Controlled Unclassified Information (CUI) as defined at 32 CFR 2002.4 -- information the Government creates or possesses, or that an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Government-wide policy requires or permits an agency to handle using safeguarding or dissemination controls;
- Classified National Security Information at any classification level (Confidential, Secret, Top Secret, or any compartmented category);
- Technical data or defense articles controlled under the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130;
- Items or technology controlled under the Export Administration Regulations (EAR), 15 CFR Parts 730-774;
- Protected Health Information (PHI) as defined under HIPAA and its implementing regulations (45 CFR Parts 160, 162, 164); and
- Any information that Customer has agreed to protect under DFARS 252.204-7012 or any equivalent clause in a federal prime contract or subcontract.

4.2 Prohibition on Uploading Prohibited Data. Customer shall NOT upload, transmit, store, or otherwise introduce Prohibited Data into the Service. This prohibition applies to solicitation documents, company profile data, file vault uploads, prompt inputs, and any other data entry mechanism within the Service.

4.3 Customer Representation Regarding Solicitations. Customer represents and warrants that every solicitation document uploaded to the Service is either: (a) publicly available and downloadable from SAM.gov or another public government procurement portal without registration, or (b) has been marked "Approved for Public Release" or the functional equivalent by the issuing contracting office. Customer shall not upload solicitations distributed under a non-disclosure or limited-distribution notice unless Customer has verified that the document does not contain FCI, CUI, or other Prohibited Data.

4.4 Customer Indemnification for Section 4 Breach. If Customer breaches Section 4 and Prohibited Data enters the Service, Customer shall: (a) notify Capstone immediately at security@capstonehorizon.com; and (b) indemnify, defend, and hold harmless Capstone and its officers, employees, and contractors from any claims, damages, fines, penalties, or legal fees arising from or related to that Prohibited Data, including claims by the U.S. Government, prime contractors, or regulatory agencies.

4.5 Suspension for Section 4 Breach. Capstone may immediately suspend Customer's account, without prior notice, upon discovery or reasonable belief that Prohibited Data has entered the Service. Capstone will promptly notify Customer of the suspension and provide Customer an opportunity to respond. This suspension right is in addition to any other remedies available to Capstone.

4.6 Covered-Contractor-Information-System Boundary. DeployReady is a commercial SaaS tool for pre-award solicitation analysis. It is not, and does not become, a "covered contractor information system" under FAR 52.204-21 solely because Customer uses it. The FAR 52.204-21 covered-system boundary is Customer's own information system, within Customer's own environment. Nothing in these Terms creates an obligation for Capstone to comply with FAR 52.204-21 as a flow-down obligation from Customer's prime contract, and Capstone is not Customer's subcontractor for this purpose unless separately agreed in a signed instrument.

Section 5: Intellectual Property Ownership

5.1 Customer Content. Customer retains all ownership rights in data, documents, and content that Customer uploads to the Service ("Customer Content"), including solicitation documents, company profile data, and files. Customer retains ownership of all generated proposal drafts produced by the Service using Customer Content.

5.2 License from Customer. Customer grants Capstone a limited, non-exclusive license to process, store, and transmit Customer Content solely to provide the Service. Capstone does not claim any broader rights in Customer Content.

5.3 Capstone IP. Capstone retains all rights in and to the DeployReady platform, including software, algorithms, user interface, documentation, anti-fabrication rules, and all improvements. Nothing in these Terms transfers Capstone IP to Customer.

5.4 Feedback. If Customer provides feedback or suggestions about the Service, Capstone may use that feedback without restriction and without any obligation to Customer.

Section 6: AI Output Disclaimer

6.1 Outputs Are Drafts. DeployReady uses AI language models to assist in generating proposal drafts. Generated outputs are starting drafts intended to be reviewed, edited, and verified by Customer before submission to any contracting office. They are not final, error-free, or guaranteed to be compliant with any

specific solicitation's requirements.

6.2 Customer Review Obligation. Customer is solely responsible for reviewing all generated outputs for accuracy, completeness, and compliance before submitting any proposal. Capstone does not warrant that generated proposals will satisfy any technical evaluation criteria, FAR provisions, or solicitation requirements.

6.3 No False Claims Act Warranty. Capstone's anti-fabrication rules are designed to reduce the risk of invented or unsupported claims in generated drafts. However, Capstone does not warrant that any generated output will be free of inaccuracies or that its use will satisfy Customer's obligations under the False Claims Act or any other law. Customer remains fully responsible for the contents of any proposal it submits.

Section 7: Confidentiality

7.1 Mutual Confidentiality. Each party agrees to protect the other's Confidential Information using at least the same degree of care it uses for its own confidential information (and no less than reasonable care), and to use it only for purposes of performing obligations or exercising rights under these Terms.

7.2 Definition. "Confidential Information" means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Customer Content is Customer's Confidential Information.

7.3 Exceptions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available without breach; (b) was rightfully known before disclosure; (c) is independently developed; or (d) is required to be disclosed by law, provided the receiving party gives prompt written notice and cooperates with any protective order.

Section 8: Disclaimers

8.1 AS IS. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." CAPSTONE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CAPSTONE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

8.2 No Government Procurement Warranty. CAPSTONE DOES NOT WARRANT THAT USE OF THE SERVICE WILL RESULT IN WINNING ANY CONTRACT AWARD OR THAT GENERATED PROPOSALS WILL COMPLY WITH ANY GOVERNMENT PROCUREMENT REQUIREMENT.

Section 9: Limitation of Liability

9.1 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Aggregate Cap. CAPSTONE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER ARISING FROM OR RELATED TO THESE TERMS WILL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO CAPSTONE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

9.3 Section 4 Breach Carve-Out. The aggregate liability cap in Section 9.2 does NOT apply to Customer's indemnification obligations under Section 4.4. Customer's liability for uploading Prohibited Data is uncapped.

Section 10: Indemnification

10.1 Customer Indemnification. Customer will indemnify, defend, and hold harmless Capstone and its affiliates, officers, employees, and contractors from any third-party claims arising from: (a) Customer's breach of these Terms; (b) Customer's misuse of the Service; (c) any violation of law by Customer; or (d) Customer's uploaded content.

10.2 Capstone Indemnification. Capstone will indemnify, defend, and hold harmless Customer from third-party claims that the Service, as provided by Capstone and used by Customer in accordance with these Terms, infringes a third-party's intellectual property rights. This obligation does not apply if the infringement arises from Customer Content, Customer's modifications, or Customer's combination of the Service with other products.

10.3 Process. The indemnified party will: (a) give prompt written notice of the claim; (b) give the indemnifying party control of the defense and settlement; and (c) cooperate reasonably. The indemnifying party shall not settle any claim that imposes liability on the indemnified party without prior written consent.

Section 11: Term and Termination

11.1 Term. These Terms begin when Customer creates an account and continue until terminated.

11.2 Termination by Customer. Customer may terminate the subscription at any time by canceling through the account settings. Termination is effective at the end of the current billing period.

11.3 Termination by Capstone. Capstone may terminate these Terms on 30 days' written notice. Capstone may terminate immediately for cause if Customer: (a) breaches Section 4; (b) violates Section 3.2; (c) becomes insolvent; or (d) materially breaches these Terms and fails to cure within 10 days of written notice.

11.4 Effect of Termination. Upon termination, Customer's license to use the Service ends. Capstone will delete Customer Content within 30 days of termination, subject to exceptions in the Data Handling Policy. Sections 4, 5, 7, 8, 9, 10, and 12 survive termination.

Section 12: Governing Law and Dispute Resolution

12.1 Governing Law. These Terms are governed by the laws of the State of Arizona without regard to conflict of law principles. The courts of Pima County, Arizona have exclusive jurisdiction over any dispute not subject to arbitration.

12.2 Binding Arbitration. Except as provided in Section 12.3, any dispute arising from or related to these Terms will be resolved by final, binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Arbitration will take place in Pima County, Arizona. The arbitrator's award is final and enforceable in any court of competent jurisdiction.

12.3 Exceptions. Either party may seek injunctive or equitable relief in any court of competent jurisdiction without prior arbitration for: (a) protection of intellectual property rights; or (b) a breach or threatened breach of Section 4 (Prohibited Data). Nothing in this section limits either party's right to seek temporary

restraining orders or preliminary injunctions.

12.4 Class Action Waiver. Each party waives the right to participate in a class action lawsuit or class-wide arbitration related to these Terms.

Section 13: Changes to Terms

Capstone may update these Terms from time to time. For material changes, Capstone will provide at least 30 days' written notice via email to the account owner and via a notice at capstonehorizon.com/legal/tos. Continued use of the Service after the notice period constitutes acceptance of the revised Terms. For non-material changes (corrections, formatting, clarifications that do not alter rights), updates are effective upon posting.

Section 14: General

14.1 Entire Agreement. These Terms, together with any applicable order forms and the Data Processing Addendum (if executed), constitute the entire agreement between the parties regarding the Service and supersede all prior agreements.

14.2 Severability. If any provision is found unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions continue in full force.

14.3 Waiver. Failure to enforce any provision is not a waiver of the right to enforce it later.

14.4 Assignment. Customer may not assign these Terms without Capstone's prior written consent. Capstone may assign these Terms in connection with a merger, acquisition, or sale of substantially all assets with written notice to Customer.

14.5 Notices. Legal notices must be sent to Capstone at 7782 Rose Rock Way, Las Vegas, NV 89113, or by email to security@capstonehorizon.com (for security matters) or to Customer at the email address on file.

14.6 Force Majeure. Neither party is liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

Contact

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