

# Master SaaS Subscription Agreement

| EFFECTIVE DATE | LAST UPDATED  |
|----------------|---------------|
| July 23, 2026  | July 23, 2026 |

This Master SaaS Subscription Agreement (the “**Agreement**”) governs access to and use of CapConnect OS and related services. It is entered into by **Capital Connect Solutions, Corp., a Washington corporation doing business as CapConnect** (“**CapConnect**,” “**we**,” “**us**,” or “**our**”) and the customer identified in an Order Form, online checkout, statement of work, or other ordering document that references this Agreement (“**Customer**”).

This Agreement becomes effective on the earliest of: (a) Customer’s execution of an Order Form; (b) Customer’s electronic acceptance of this Agreement; or (c) Customer’s first access to the Services (the “**Effective Date**”).

## 1 1. Contract Structure and Order of Precedence

### 1.1 1.1 Contract Documents

The agreement between the parties consists of:

- each applicable Order Form;
- this Master SaaS Subscription Agreement;
- the Data Processing Addendum;
- any service-specific or product-specific supplemental terms;
- the Security Addendum;
- the Service Level and Support Policy;
- the Acceptable Use Policy;
- the AI and Automation Terms;
- the Communications Terms;
- the Privacy Policy, where applicable; and
- any other policy expressly incorporated by reference.

The Acceptable Use Policy is incorporated into this Agreement by reference and is a material part of the contract between Customer and CapConnect. Customer’s violation of the Acceptable Use Policy, including any violation involving do-not-call rules, prohibited prerecorded or artificial voice messages, caller identification, sender identity, consent, opt-out, suppression, or outreach compliance, is a material breach of this Agreement.

### 1.2 1.2 Order of Precedence

In the event of a conflict, the following order controls: (a) a negotiated and signed Order Form; (b) a negotiated and signed addendum; (c) the Data Processing Addendum solely for processing of Personal Data; (d) this Agreement; and (e) the remaining online policies. A Customer purchase order is for administrative convenience only and does not amend this Agreement.

### 1.3 1.3 Online Updates

CapConnect may update online policies from time to time. Material changes will become effective on the date stated in the updated policy. During a committed Subscription Term, CapConnect will not materially reduce Customer's core contractual protections without reasonable notice, except where a change is required by law, addresses security or abuse risk, or relates to beta or free features.

## 2 2. Definitions

**"Authorized User"** means an employee, contractor, representative, or other person Customer authorizes to use the Services under Customer's account.

**"CapConnect Technology"** means the Services, software, user interfaces, dashboards, workflows, documentation, templates, configurations, APIs, models, algorithms, scoring methods, prompts, system architecture, know-how, and all improvements or derivatives of the foregoing.

**"Customer Data"** means electronic data, content, records, files, communications, contact information, call recordings, transcripts, messages, CRM records, opportunity data, and other information submitted to or processed through the Services by or for Customer. Customer Data excludes Platform Data, Usage Data, Derived Data, Aggregated Data, De-identified Data, Feedback, and CapConnect Technology.

**"Derived Data"** means data, metrics, scores, models, patterns, features, taxonomies, classifications, predictions, benchmarks, statistical relationships, and other information derived from use or operation of the Services, provided that Derived Data disclosed outside Customer's account does not identify Customer or an identifiable person.

**"De-identified Data"** means data modified using commercially reasonable measures so it does not reasonably identify Customer, an Authorized User, a lead, contact, or other individual.

**"Aggregated Data"** means data combined across multiple accounts, users, campaigns, industries, or sources and presented at a level that does not reasonably identify Customer or an individual.

**"Platform Data"** means data generated by CapConnect's systems about the configuration, operation, security, availability, delivery, and performance of the Services.

**"Usage Data"** means telemetry and usage information, including feature use, clicks, workflow execution, activity counts, API events, system logs, latency, errors, deliverability events, device and browser information, and interaction patterns.

**"Personal Data"** has the meaning given under applicable privacy law.

**"Services"** means CapConnect OS, related applications, hosted services, APIs, dashboards, analytics, support, and any professional or managed services identified in an Order Form.

**"Subscription Term"** means the period stated in an Order Form or checkout flow.

## 3 3. Access to the Services

### 3.1 3.1 Subscription Right

Subject to Customer's timely payment and compliance with this Agreement, CapConnect grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Services for Customer's internal business purposes and, where expressly authorized in an Order Form, for Customer's client-facing or white-label operations.

### 3.2 3.2 Accounts

Customer is responsible for all activity under its accounts, maintaining accurate registration information, restricting access to authorized persons, and safeguarding credentials. Customer must promptly notify CapConnect of suspected unauthorized access.

### **3.3 3.3 Usage Limits**

Plans may include limits on users, contacts, records, phone numbers, calling minutes, messages, emails, domains, storage, workflows, integrations, API calls, model usage, reports, or managed-service hours. CapConnect may measure usage and invoice overages at the rates then stated in the Order Form or applicable pricing page.

### **3.4 3.4 Modifications**

CapConnect may improve, modify, replace, or discontinue features. CapConnect will not materially reduce the core functionality of a paid Service during a committed Subscription Term without providing a commercially reasonable substitute, transition, credit, or termination right, except for changes needed to comply with law, address security concerns, prevent abuse, or respond to third-party service changes.

## **4 4. Restrictions**

Customer will not, and will not permit any third party to:

- reverse engineer, decompile, disassemble, translate, or attempt to discover source code, non-public APIs, algorithms, prompts, model weights, scoring logic, or underlying structure;
- copy, frame, mirror, reproduce, modify, or create derivative works of the Services except as expressly permitted;
- access the Services to build, train, benchmark, validate, or improve a competitive product, dataset, model, workflow, or service;
- use automated extraction, scraping, crawling, or bulk export methods except through documented export or API functionality;
- remove proprietary notices;
- resell, sublicense, timeshare, or provide service-bureau access unless authorized in an Order Form;
- circumvent usage limits, security controls, access restrictions, or billing mechanisms;
- upload malicious code or interfere with the integrity or performance of the Services;
- use the Services in violation of the Acceptable Use Policy or applicable law; or
- publish comparative performance tests or non-public benchmark results without CapConnect's written consent.

## **5 5. Customer Responsibilities**

### **5.1 5.1 Lawful Data and Instructions**

Customer represents and warrants that it has all rights, permissions, notices, and lawful bases needed for Customer Data and Customer's instructions to CapConnect.

Customer further represents and warrants that each list, lead source, contact record, audience, recipient, phone number, email address, LinkedIn account, sender identity, and campaign supplied, uploaded, connected, approved, or used by Customer has been obtained, maintained, and provided to CapConnect with a lawful basis and all required notices, consents, permissions, suppression screening, and contractual rights.

### **5.2 5.2 Outreach Compliance**

Customer is solely responsible for determining whether its contacts, lists, campaigns, calling practices, text messages, emails, recordings, and scripts comply with applicable law, contractual restrictions, industry rules, carrier requirements, and consent obligations. Customer must maintain suppression, opt-out, and do-not-contact records as required.

Without limiting the foregoing, Customer must not use the Services to violate the National Do Not Call Registry, state do-not-call lists, internal suppression lists, calling-hour limits, opt-out rules, consent requirements, or similar restrictions; place or facilitate prerecorded, artificial voice, autodialed, or automated calls or messages to mobile phones or other protected numbers without all legally required consent; spoof, falsify, misrepresent, or manipulate caller identification, sender identity,

routing information, headers, domains, numbers, or authentication; or otherwise use communications features in a way that creates unlawful telemarketing, TCPA, CAN-SPAM, CTIA, carrier, platform, consumer-protection, privacy, or reputational risk.

### **5.3 5.3 Administrative Control**

Customer controls Authorized User access, permissions, integrations, workflow settings, and campaign activation. Customer is responsible for reviewing automated actions and outputs before relying on them where human review is reasonably appropriate.

### **5.4 5.4 Cooperation**

Customer will provide timely access, information, decisions, credentials, and cooperation reasonably needed for CapConnect to provide implementation, support, or professional services.

### **5.5 5.5 Compliance Review and Audit Right**

CapConnect may request information, records, screenshots, consent logs, opt-out records, suppression lists, lead-source documentation, campaign materials, call scripts, sender registration details, and related evidence reasonably necessary to confirm Customer's compliance with this Agreement, the Acceptable Use Policy, the Communications Terms, provider requirements, or applicable law. Customer will cooperate promptly with any such review.

CapConnect may conduct or require a reasonable compliance audit of Customer's use of the Services, including outreach practices, list provenance, consent records, suppression practices, sender identities, and campaign content. CapConnect may exercise this right periodically, selectively, or in response to complaints, provider requests, regulator inquiries, elevated risk signals, or suspected misuse. Failure to cooperate is a material breach.

## **6 6. Customer Data and Data Rights**

### **6.1 6.1 Customer Ownership**

As between the parties, Customer retains all right, title, and interest in Customer Data.

### **6.2 6.2 License to Operate the Services**

Customer grants CapConnect and its subprocessors a worldwide, non-exclusive license during the Term, and for any reasonable post-termination retention period, to host, copy, transmit, display, modify, analyze, process, and otherwise use Customer Data as necessary to:

- provide, operate, configure, secure, support, and improve the Services;
- perform Customer's instructions;
- prevent fraud, abuse, spam, and security threats;
- generate Customer-facing analytics, recommendations, reports, scores, forecasts, and automations;
- enforce this Agreement;
- comply with law; and
- create Aggregated Data, Derived Data, and De-identified Data as permitted below.

### **6.3 6.3 Platform, Usage, and Derived Data**

CapConnect owns all right, title, and interest in Platform Data, Usage Data, Derived Data, Aggregated Data, and De-identified Data, including all intellectual property rights in the methods used to create them. CapConnect may collect, retain, analyze, combine, commercialize, disclose, license, and use such data for any lawful business purpose, including:

- operating and securing the Services;
- product development and testing;
- benchmarking and market intelligence;

- creating predictive, classification, and recommendation systems;
- improving workflows, deliverability, forecasting, scoring, and automation;
- training, fine-tuning, evaluating, and validating machine-learning and statistical models;
- developing new services, datasets, APIs, reports, and commercial offerings;
- conducting research and publishing industry analyses; and
- supporting sales, marketing, investment, and strategic planning.

CapConnect will not publicly disclose Aggregated Data, Derived Data, or De-identified Data in a manner that reasonably identifies Customer or an individual unless Customer has separately authorized the disclosure.

#### **6.4 6.4 Model Improvement**

CapConnect may use Customer Data to provide customer-specific models, recommendations, retrieval systems, analytics, and automations. CapConnect may use De-identified Data, Aggregated Data, Usage Data, Platform Data, and Derived Data to train and improve generalized models and Services.

CapConnect will not use directly identifiable message content, call recordings, transcripts, or CRM records to train a generalized model made available to unrelated customers unless: (a) the data has been de-identified; (b) Customer has opted into a documented product-improvement program; or (c) an Order Form expressly authorizes such use.

#### **6.5 6.5 No Sale of Identifiable Customer Lists**

Except as directed by Customer, required to provide the Services, or authorized by applicable law and disclosures, CapConnect will not sell Customer's identifiable lead lists or raw Customer Data to unrelated third parties.

#### **6.6 6.6 Data Access**

Authorized CapConnect personnel and subprocessors may access Customer Data where reasonably necessary for support, service delivery, implementation, security, abuse prevention, quality assurance, product improvement permitted under this Agreement, legal compliance, or protection of rights. Access will be limited according to role and legitimate business need.

#### **6.7 6.7 Data Export and Deletion**

During the Term, Customer may use available export tools. Following expiration or termination, CapConnect may provide a limited export period stated in the applicable policy or Order Form. Thereafter, CapConnect may delete Customer Data from active systems, subject to backup cycles, legal retention duties, fraud prevention, dispute preservation, and continued retention of Aggregated Data, Derived Data, Usage Data, Platform Data, and De-identified Data.

### **7 7. CapConnect Intellectual Property**

#### **7.1 7.1 Ownership**

CapConnect and its licensors own all CapConnect Technology and all improvements, modifications, configurations, workflows, templates, reports, dashboards, APIs, documentation, models, and intellectual property developed in connection with the Services, even where informed by Customer feedback, requirements, configurations, or data.

#### **7.2 7.2 Revenue Intelligence**

Without limiting the foregoing, CapConnect owns the design, methodology, formulas, weighting, presentation, and underlying logic associated with revenue intelligence features, including any Revenue Health Score, Pipeline Health Score, Leakage Score, Revenue Efficiency Score, Sales Velocity Score, Engagement Score, Forecast Confidence Score, Activity Score, Sequence Score, Deal Health Score, Conversation Score, benchmark, recommendation, or successor metric.

### **7.3 7.3 Feedback**

Customer grants CapConnect a perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicensable right to use, commercialize, disclose, reproduce, modify, distribute, and incorporate Feedback into any product or service without restriction or compensation. CapConnect will not identify Customer as the source without permission.

## **8 8. AI and Automated Features**

AI, predictive, generative, and automated features are governed by the AI and Automation Terms. Outputs may be inaccurate, incomplete, or unsuitable for Customer's use. Customer is responsible for evaluating outputs, applying appropriate human review, and making final decisions. CapConnect does not guarantee any sales, revenue, pipeline, forecast, deliverability, or business outcome.

## **9 9. Third-Party Services and Integrations**

The Services may interoperate with third-party platforms, telecommunications providers, email providers, data providers, payment processors, model providers, and other services. Customer authorizes CapConnect to exchange Customer Data with third-party services enabled by Customer. CapConnect is not responsible for third-party services, their availability, changes, data practices, or acts. Third-party terms may apply.

## **10 10. Professional and Managed Services**

Professional or managed services will be described in an Order Form or statement of work. Customer acknowledges that sales development, campaign execution, configuration, consulting, implementation, and similar services depend on Customer cooperation and market conditions. Unless expressly stated in a signed Order Form, CapConnect does not guarantee meetings, opportunities, sales, revenue, conversion rates, deliverability, placement, or return on investment.

## **11 11. Fees, Billing, and Taxes**

### **1.1 11.1 Fees**

Customer will pay all fees stated in the applicable Order Form. Except where expressly stated otherwise, commitments are non-cancelable and fees paid are non-refundable.

### **1.2 11.2 Recurring Billing**

Customer authorizes CapConnect and its payment processor to charge the payment method on file for recurring fees, usage charges, overages, taxes, and other amounts due.

### **1.3 11.3 Payment Terms**

Unless an Order Form states otherwise, subscription fees are due in advance, usage charges are due upon invoice, and invoices are due within seven days. Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum lawful rate.

### **1.4 11.4 Suspension**

CapConnect may suspend Services for nonpayment, material security risk, unlawful use, excessive carrier or deliverability risk, violation of the Acceptable Use Policy, or use likely to harm CapConnect, its providers, customers, or reputation. Where practicable, CapConnect will provide notice and an opportunity to cure.

Notwithstanding the foregoing, CapConnect may suspend, limit, block, throttle, remove, revoke, or disable any account, campaign, sender identity, domain, number, integration, workflow, message, call, lead list, data source, or Service immediately, without prior notice, without liability, and without refund or credit, if CapConnect reasonably believes the activity may violate law, the Acceptable Use Policy, the Communications Terms, provider requirements, carrier rules, platform rules, consent obligations, do-not-call restrictions, caller-ID requirements, opt-out obligations, or creates regulatory, security, deliverability, abuse, complaint, carrier, platform, legal, or reputational risk.

## **1.5 11.5 Taxes**

Fees exclude taxes. Customer is responsible for all sales, use, excise, value-added, communications, and similar taxes, excluding taxes based on CapConnect's net income.

## **12 12. Term, Renewal, and Termination**

### **12.1 12.1 Term**

This Agreement continues while any Order Form remains active.

### **12.2 12.2 Automatic Renewal**

Unless an Order Form states otherwise, each subscription automatically renews for successive periods equal to the initial Subscription Term unless either party gives written non-renewal notice at least thirty days before the current term ends.

### **12.3 12.3 Termination for Cause**

Either party may terminate an affected Order Form if the other party materially breaches this Agreement and fails to cure within thirty days after written notice. CapConnect may terminate or suspend immediately for unlawful conduct, fraud, security threats, repeated abuse, infringement, or conduct reasonably likely to expose CapConnect to regulatory, carrier, platform, or reputational harm.

CapConnect may terminate this Agreement, any Order Form, or any affected Service immediately, without prior notice, without liability, and without refund or credit, for any actual or suspected violation involving unlawful lists, lack of lawful basis, do-not-call violations, prohibited prerecorded or artificial voice messages, caller-ID spoofing or misrepresentation, failure to honor opt-outs, abusive communications, fraud, security threats, repeated complaints, provider enforcement, regulatory inquiry, or conduct that CapConnect reasonably determines may expose CapConnect, its customers, carriers, providers, platforms, personnel, or reputation to material risk.

### **12.4 12.4 Effect of Termination**

Customer must stop using the Services and pay all accrued and committed fees. Sections intended by their nature to survive will survive, including data rights in Aggregated, Derived, Usage, Platform, and De-identified Data; intellectual property; payment; confidentiality; disclaimers; indemnities; limitations of liability; and general provisions.

## **13 13. Confidentiality**

Each party will protect the other party's Confidential Information using at least reasonable care, use it only for purposes of the parties' relationship, and disclose it only to persons with a need to know who are bound by confidentiality obligations. Confidential Information excludes information lawfully known without restriction, independently developed, publicly available without breach, or rightfully received from another source.

A recipient may disclose Confidential Information where required by law, provided it gives advance notice where legally permitted and reasonably cooperates with protective efforts.

## **14 14. Security and Privacy**

CapConnect will maintain reasonable administrative, technical, and physical safeguards described in the Security Addendum. Processing of Personal Data on Customer's behalf is governed by the Data Processing Addendum.

No system is completely secure. Customer is responsible for its endpoints, credentials, user permissions, connected systems, and secure configuration choices.

## 15 15. Publicity and Brand Rights

Unless Customer opts out in an Order Form before launch, Customer grants CapConnect a non-exclusive, worldwide, royalty-free license during the Term to display Customer's name, logo, and trademarks in customer lists, websites, presentations, sales materials, investor materials, and internal or external descriptions identifying Customer as a CapConnect customer.

CapConnect will follow reasonable written brand guidelines provided by Customer. Public case studies, testimonials attributed to a named person, press releases focused on Customer, and publication of identifiable performance results require Customer's prior written approval.

Discounted founder, design-partner, beta, or early-access pricing may be conditioned on the marketing and participation rights described in the applicable program terms or Order Form.

## 16 16. Warranties

CapConnect warrants that the paid hosted Services will materially conform to their then-current documentation under normal authorized use. Customer's exclusive remedy for breach is for CapConnect to use commercially reasonable efforts to correct the material nonconformity. If CapConnect cannot do so within a reasonable period, Customer may terminate the materially affected Service and receive a prorated refund of prepaid fees for the unused portion.

Customer warrants that it has authority to enter into this Agreement and that Customer Data, instructions, campaigns, and use of the Services will not violate law or third-party rights.

## 17 17. Disclaimers

EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CAPCONNECT DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE.

CAPCONNECT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR COMPATIBLE WITH EVERY THIRD-PARTY SERVICE. CAPCONNECT DOES NOT GUARANTEE DELIVERABILITY, TELECOMMUNICATIONS CONNECTION, LEAD QUALITY, RESPONSE, MEETINGS, SALES, REVENUE, FORECAST ACCURACY, REGULATORY COMPLIANCE, OR BUSINESS RESULTS.

## 18 18. Indemnification

### 18.1 18.1 Customer Indemnity

Customer will defend, indemnify, and hold harmless CapConnect, its affiliates, and their personnel from claims, losses, penalties, damages, liabilities, and reasonable legal fees arising from or relating to:

- Customer Data;
- Customer's contacts, lists, campaigns, scripts, offers, products, or services;
- alleged violation of privacy, telemarketing, email, recording, advertising, consumer-protection, intellectual-property, or other law by Customer;
- Customer's use of the Services in breach of this Agreement;
- Customer's negligence, willful misconduct, fraud, or violation of third-party rights; or
- disputes between Customer and its clients, users, employees, contractors, leads, or prospects.

Customer's indemnity includes claims, demands, investigations, subpoenas, settlements, judgments, fines, penalties, carrier charges, provider fees, remediation costs, and reasonable attorneys' fees arising from or relating to Customer's lists, lead sources, lawful basis, consent, opt-outs, do-not-call compliance, prerecorded or artificial voice messages, caller identification, sender identity, spoofing, suppression practices, communications content, campaign instructions, or failure to cooperate with

a compliance review or audit.

## **18.2 18.2 CapConnect IP Indemnity**

CapConnect will defend Customer against a third-party claim alleging that Customer's authorized use of the unmodified paid Services infringes a United States patent, copyright, or trademark, and will pay finally awarded damages or approved settlements. CapConnect may obtain a right to continue use, modify or replace the affected Service, or terminate it and refund prepaid unused fees. This obligation does not apply to Customer Data, third-party services, modifications not made by CapConnect, combinations not contemplated by documentation, or use after notice to stop.

## **18.3 18.3 Procedure**

The indemnified party must provide prompt notice, reasonable cooperation, and control of the defense to the indemnifying party, except no settlement may impose non-monetary obligations or an admission on the indemnified party without consent.

## **19 19. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOST PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITY; BUSINESS INTERRUPTION; OR COST OF SUBSTITUTE SERVICES.

CAPCONNECT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICES DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

The foregoing limits do not limit Customer's payment obligations, Customer's breach of use restrictions, Customer's indemnification obligations, or either party's liability to the extent it cannot lawfully be limited.

## **20 20. Insurance**

CapConnect may maintain commercially reasonable insurance based on its operations and risk profile. Any insurance requirements beyond CapConnect's standard coverage must be agreed in an Order Form and may result in additional fees.

## **21 21. Compliance, Export, and Sanctions**

Each party will comply with laws applicable to its own business and performance. Customer will not use the Services in prohibited jurisdictions or for prohibited persons, activities, or transactions. Customer represents that it is not subject to sanctions that would prohibit the relationship.

## **22 22. General**

### **2.1 22.1 Independent Contractors**

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

### **2.2 22.2 Assignment**

Customer may not assign this Agreement without CapConnect's prior written consent. CapConnect may assign this Agreement to an affiliate or in connection with a merger, reorganization, financing, sale of equity, or sale of substantially all related assets.

### **2.3 22.3 Force Majeure**

Neither party is liable for delay caused by events beyond reasonable control, excluding Customer's payment obligations.

## **2.4 22.4 Notices**

Legal notices to CapConnect must be sent to **legal@capconnectsolutions.com** and **522 W Riverside Ave #6608, Spokane, WA 99201**. Notices to Customer may be sent to the account or billing email.

## **2.5 22.5 Governing Law and Venue**

This Agreement is governed by Washington law, without regard to conflict-of-law rules. Any court proceeding not subject to arbitration must be brought in state or federal courts located in Spokane County, Washington, and each party consents to jurisdiction and venue there.

## **2.6 22.6 Arbitration**

Except for claims eligible for small-claims court or requests for injunctive relief involving intellectual property, confidentiality, security, or unauthorized access, disputes will be resolved by confidential binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before one arbitrator in Spokane County, Washington. The prevailing party may be awarded reasonable attorneys' fees and costs where permitted by law.

## **2.7 22.7 Injunctive Relief**

Unauthorized use of the Services, misuse of data, or breach of confidentiality or intellectual-property rights may cause irreparable harm. The affected party may seek equitable relief without waiving other remedies.

## **2.8 22.8 Entire Agreement; Severability; Waiver**

The Contract Documents are the complete agreement. Amendments must be in writing or accepted electronically through an authorized update mechanism. Unenforceable provisions will be modified to the minimum extent necessary. Failure to enforce a provision is not a waiver.

## **2.9 22.9 Electronic Acceptance**

Electronic acceptance, clickwrap acceptance, and electronic signatures have the same effect as handwritten signatures. CapConnect may maintain acceptance records, including timestamp, account, IP address, user, agreement version, and Order Form.

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**Capital Connect Solutions, Corp. d/b/a CapConnect** Business Address: 522 W Riverside Ave #6608, Spokane, WA 99201  
Legal Email: legal@capconnectsolutions.com Privacy Email: privacy@capconnectsolutions.com

Questions about this document may be sent to legal@capconnectsolutions.com.