

AMP ND Addendum to Term Sheet

Issuer has applied for an investment from the North Dakota Angel Match Program (“AMP ND”). Issuer and Investor (as defined below) acknowledges and understands AMP ND is funded in whole or in part under the State Small Business Credit Initiative (“SSBCI”) which is a federal program authorized under and governed by 12 U.S.C. § 5701 et seq., implementing regulations, and guidance issued by governmental authorities such as the U.S. Treasury. Issuer and Investor each warrant, represent, and covenant that:

- Based on the possibility of an AMP ND investment, Issuer has received interest from one or more private (non-government) sources to match the potential AMP ND investment (herein whether one or more private (non-government) sources of matching investment may be referred to as “Investor”).
- SSBCI funds available through AMP ND will be part of the investment round, and SSBCI funds will cause and result in the Issuer receiving matching private investment.
- The closing of SSBCI funds through AMP ND is a condition precedent to the closing of Investor’s matching investment in Issuer.
- Issuer and Investor understand and agree that, as a condition precedent to closing any AMP ND investment, the matching private investment must close on the same business day and immediately after the closing of the AMP ND investment.
- Issuer and Investor understand and agree that any AMP ND investment and matching private investment must be used for the specific purpose described in the application for the AMP ND investment.
- In addition to other restrictions, Issuer and Investor understand and agree that to the extent Investor is a principal (as defined below) of Issuer any AMP ND investment and matching private investment cannot be paid, used, or expended for any compensation, salary, wage, bonus, benefit, distribution, dividend, reimbursement, or any other type of payment whatsoever to or for the direct benefit of (i) Investor, (ii) any relative (as defined below) of Investor, or (iii) any entity other than Issuer that Investor or a relative of Investor is a principal.
 - “Principal” means and includes if Issuer is a sole proprietorship, the proprietor; if Issuer is a partnership, each managing partner and each partner who is a natural person and holds 50 percent or more ownership interest of any class of the partnership interests; if Issuer is a corporation, limited liability business, association, development business, or other entity, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 50 percent or more of any class of equity interest in the entity; and if Issuer is a partnership where the managing partner is a corporation, limited liability business, association, development business, or other entity, each director and each of the five most highly compensated executives or officers of the entity.
 - “Relative” means an individual related by consanguinity within the third degree as determined by the common law, a spouse, or an individual related to a spouse within the third degree as so determined, and includes an individual in an adoptive relationship within the third degree.
- Notwithstanding anything herein to the contrary, Investor agrees to each of the following:

- There are risks associated with investing, including the risk of loss. Investor alone assumes the sole responsibility of evaluating the merits and risks associated with any investment in Issuer, including without limitation Issuer's business; Issuer's service, product, or technology; or any action, information, document, or communication from or by Issuer.
- NDDF has not provided any legal, tax, investment, financial, or other advice to Investor. Investor has not and will not be relying on NDDF for any legal, tax, investment, financial, or other advice. Investor has not and will not be relying on NDDF to investigate, research, verify, confirm, or vet Issuer; Issuer's business; Issuer's service, product, or technology; or any action, information, document, or communication from or by Issuer. Investor is not relying on any action (including without limitation NDDF's investment), information, document, or communication from or by NDDF to make any decision to invest in Issuer or to make any decision arising out of or relating to an investment in Issuer.
- NDDF has not solicited Investor's investment in Issuer. NDDF has not recommended any investment in Issuer. NDDF's investment in Issuer is not an endorsement or promotion of Issuer; an investment in Issuer; Issuer's business; Issuer's service, product, or technology; or any action, information, document, or communication from or by Issuer. Investor agrees that no action (including without limitation NDDF's investment), information, document, or communication from or by NDDF constitutes a solicitation, recommendation, endorsement, promotion, or offer to buy or sell any securities or other financial instruments.
- **Waiver and Release.** Investor agrees NDDF is not responsible or liable for Investor's investment in Issuer or any losses or damages suffered by Investor arising out of or arising out of Investor's investment in Issuer. Investor hereby releases NDDF (including its officers, directors, employees, and agents) of and from any and all claims, causes of action, liability, damage, losses, costs, and expenses (including attorneys' fees), whether existing now or arising in the future, arising out of or relating to (i) Investor's investment in Issuer, (ii) NDDF's investment in Issuer, and (iii) Issuer's business; Issuer's service, product, or technology; or any action, information, document, or communication from or by Issuer. Investor waives the application of section 9-13-02 of the North Dakota Century Code, and any similar law. Section 9-13-02 of the North Dakota Century Code provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor." Investor agrees that that the foregoing releases all claims described above even if unknown or unsuspected.