

CONTRACT MODIFICATION NO. 02
BETWEEN THE UNIVERSITY of MARY WASHINGTON and CAPTURE LLC
May 1, 2025

In accordance with the terms and conditions of the original Virginia Commonwealth University Contract, C0001052, (UMW Contract # COOP 23-1459) "Changes to the Contract," the following modifications have been mutually agreed upon, and will take effect on May 7, 2025.

Relative to the general scope of the above referenced contract, the University of Mary Washington hereby modifies the contract as follows:

1. Adding Products/Services:

- Capture Chatbot

2. Change in Fees due to additional Products/Services:

Product Name	Term 1: 5/7/2025 – 11/07/2025	Term 2: 11/8/2025 – 6/30/2026
Capture Chatbot	\$0.00	\$10,000.00
Total Cost:	\$0.00	\$10,000.00

3. Payment Terms:

Due Date	Amount
11/08/2025	\$10,000.00
Total Fees:	\$10,000.00

All other terms and conditions of the original contract referenced above shall remain in force.

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

CONTRACTOR
CAPTURE LLC

Signature: 

Name (Printed): Jim Lintner

Title: CFO

Email: jlintner@capturehighered.com

Phone: 5026498544

Date: 05/05/2025

AGENCY

University of Mary Washington

Signature: 
Alicia Britt (May 5, 2025 15:00 EDT)

Name (Printed): Alicia Britt

Title: Contract Officer

Date: 05/05/2025



Early Adopter Program Order Form

CUSTOMER: *University of Mary Washington*

TERM: 05/07/2025 – 06/30/2026

Master Services Agreement Addendum

This Order Form ("Order Form" or "OF") is made as of April 10, 2025, by and between Capture LLC ("Company") and University of Mary Washington ("Customer"). This Order Form amends the Master License and Services Agreement ("Agreement") previously entered into by the parties on June 13, 2024.

1. Confirmation of Terms

All terms and conditions of the original Master Services Agreement, including any prior amendments and exhibits, remain unchanged and in full force and effect.

	EAP Term 1 (\$)	Term 2* (\$)	Total Term Fees (\$)
Capture Chatbot	0	\$10,000	\$10,000
Annual Fees:	\$0	\$10,000	\$10,000

1. Notes and Additional Terms

Notes and Additional Terms							
Permitted Users	Unlimited Users defined by institution and traditionally members of enrollment or marketing staff.						
Contract Term	EAP Term 1: 05/07/25 – 11/07/25 (EAP period: 6 months) Term 2*: 11/08/25 – 06/30/26 <i>*Written Notice of Term 2 opt-out required 10/15/25</i>						
Payment Terms	Customer shall pay to Company the Total Fees for this OF as follows:						
	<table><tr><th>Due Date</th><th>Amount</th></tr><tr><td>11/08/25</td><td>\$10,000</td></tr><tr><td>TOTAL Fees:</td><td>\$10,000</td></tr></table>	Due Date	Amount	11/08/25	\$10,000	TOTAL Fees:	\$10,000
	Due Date	Amount					
	11/08/25	\$10,000					
	TOTAL Fees:	\$10,000					
1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.							
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.							
3. Written Notice of opt-out required by 10/15/25							

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Order Form to be executed by their duly authorized officers as of the day and year below.

CAPTURE, LLC

Signature

Jim Lintner

Printed Name

Chief Financial Officer

Title 05/05/2025

Date

ilintner@capturehighered.com

Email Address

Jim Lintner, CFO

Company's Primary Contact

CUSTOMER

Alicia Britt (May 5, 2025 15:00 EDT)

Signature

Alicia Britt

Printed Name

Contract Officer

Title 05/05/2025

Date

abritt@umw.edu

Email Address

Melissa Yakabouski, myak@umw.edu

Customer's Primary Contact

Exhibit B
Initial Statement of Work (SOW)

This Exhibit B to the Master License and Services Agreement entered into by “Capture” and “Customer” as of the “Effective Date” sets forth more specifically obligations of the parties. All capitalized terms used but not defined in this Exhibit shall have the meanings set forth in that Master License and Services Agreement.

Early Adopter Program – Chatbot and/or Copilot

Capture grants Customer access to participate in and use the following Early Adopter Program (EAP) solutions, as selected in the Order Form:

- Capture Chatbot

Product-Specific Configuration

Capture Chatbot

- a. Chatbot will be configured to align with Customer’s branding, including colors and tone
- b. Customer will designate the pages on which the Chatbot will be active
- c. Customer will provide a list of URLs and any relevant documents to ensure the Chatbot is populated with accurate, current information and reflects appropriate messaging
- d. Capture will work with Customer to configure settings available at the time of release

Customer Responsibilities

- a. Participate in and use the selected EAP solution(s) during the EAP term
- b. Provide input into the design and development of the EAP Solution, including feature enhancements, ease-of-use suggestions, and integration requirements
- c. Share bi-weekly feedback with Capture Product Management as part of regularly scheduled strategy calls
- d. Act as a reference for the applicable solution(s) at the time of general availability
- e. Either agree to purchase the applicable solution(s) at an EAP-discounted price or provide written notice of opt-out, as specified in the Order Form

Capture Responsibilities

- a. Provide deployment support and training to ensure Customer is up and running in a timely manner
- b. Maintain operational access to the selected EAP solution(s) and provide updates throughout the EAP term
- c. Review and consider Customer feedback for product development and future releases
- d. Communicate relevant updates, changes, and roadmap information related to the applicable solution(s)

Permitted Users

- a. Unlimited users as defined by the institution, typically including enrollment, admissions, or marketing staff

Term and Payment

- a. EAP participation and access to the selected solutions will follow the terms and durations outlined in the Order Form, including any applicable opt-out deadlines and pricing. All payment terms shall adhere to the terms set forth in the Order Form and the Master License and Services Agreement.

Capture Contract Modification - EAP Order Form

Final Audit Report

2025-05-05

Created:	2025-05-05
By:	Anne Freihofer (afreihofer@capturehighered.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1VZa1jrOr-WTWP6JLpbC1GeqQAYqJYLP

"Capture Contract Modification - EAP Order Form" History

-  Document created by Anne Freihofer (afreihofer@capturehighered.com)
2025-05-05 - 1:26:53 PM GMT
-  Document emailed to Jim Lintner (jlintner@capturehighered.com) for signature
2025-05-05 - 1:26:58 PM GMT
-  Email viewed by Jim Lintner (jlintner@capturehighered.com)
2025-05-05 - 1:36:50 PM GMT
-  Document e-signed by Jim Lintner (jlintner@capturehighered.com)
Signature Date: 2025-05-05 - 1:37:46 PM GMT - Time Source: server
-  Document emailed to Alicia Britt (abritt@umw.edu) for signature
2025-05-05 - 1:37:48 PM GMT
-  Email viewed by Alicia Britt (abritt@umw.edu)
2025-05-05 - 6:59:33 PM GMT
-  Document e-signed by Alicia Britt (abritt@umw.edu)
Signature Date: 2025-05-05 - 7:00:08 PM GMT - Time Source: server
-  Agreement completed.
2025-05-05 - 7:00:08 PM GMT