

VIRTUAL MOVE - VRTMV TERMS OF SERVICE

Effective Date: August 1, 2026

These Terms of Service (“**Terms**”) govern access to and use of the technology platform, software, tools, professional services, migration services, implementation services, and related services provided by **VIRTUAL MOVE**, doing business as **Virtual Move** (“**virtmv**,” “**we**,” “**us**,” or “**our**”).

These Terms apply to each organization or enterprise customer (“**Customer**”) that accesses or uses the Services, whether directly or through its authorized users.

By executing an Order Form, Statement of Work, Proof of Concept agreement, or other ordering document that references these Terms, or by accessing or using the Services, Customer agrees to these Terms.

1. THE VRTMV SERVICES

1.1 Services

virtmv provides enterprise infrastructure lifecycle, migration, implementation, orchestration, and related technology services designed to facilitate the planning, execution, validation, and management of infrastructure migrations and transformations.

The “**Services**” may include:

- access to the virtmv technology platform and associated software, interfaces, dashboards, APIs, tools, and functionality;
- infrastructure discovery, assessment, inventory, and analysis;
- migration planning and readiness activities;
- migration orchestration and execution;
- workload, virtual machine, operating system, application, or infrastructure migration;
- testing, validation, remediation, and implementation support;
- lifecycle implementation and post-migration services;
- reporting, documentation, and project management; and
- other professional, technical, managed, or implementation services identified in an applicable Order Form or Statement of Work.

Specific Services purchased by Customer will be identified in the applicable Order Form, Statement of Work, Proof of Concept agreement, or other mutually executed ordering document.

1.2 Platform and Services Model

Customer acknowledges that vrtmv's offering may combine technology platform access with professional, technical, managed, and implementation services.

Access to the vrtmv platform is provided for the purpose of enabling, supporting, managing, monitoring, documenting, or otherwise facilitating the Services and Customer's infrastructure lifecycle.

Unless expressly stated otherwise in an applicable Order Form, access to the vrtmv platform does not constitute the sale or transfer of any software or intellectual property to Customer.

1.3 No Implied Services

vrtmv is responsible only for Services expressly identified in the applicable Order Form or Statement of Work.

Any additional services, expanded scope, additional workloads or instances, material changes to Customer's environment, or services requested outside the agreed scope may require a separate Order Form, Statement of Work, or written change authorization.

2. RELATIONSHIP TO OTHER AGREEMENTS

2.1 Master Services Agreement

If Customer and vrtmv have entered into a Master Services Agreement ("**MSA**"), these Terms supplement and form part of that MSA.

2.2 Order of Precedence

Unless expressly agreed otherwise in writing, in the event of a conflict among applicable documents, the following order of precedence will apply:

1. an executed amendment expressly modifying the applicable terms;
2. the Master Services Agreement;
3. the applicable Order Form;
4. the applicable Statement of Work or Proof of Concept agreement;
5. these Terms of Service; and
6. applicable vrtmv documentation and policies incorporated by reference.

A document will override another document only with respect to the specific subject matter of the conflicting provision.

3. CUSTOMER ACCOUNTS AND AUTHORIZED USERS

Customer may authorize its employees, contractors, consultants, and other personnel (“**Authorized Users**”) to access the Services solely for Customer’s internal business purposes.

Customer is responsible for:

- determining which individuals may access the Services;
- maintaining the confidentiality and security of account credentials;
- activities performed through Customer accounts;
- promptly disabling access for individuals who are no longer authorized; and
- ensuring Authorized Users comply with these Terms.

Customer will promptly notify vrtmv of any known or suspected unauthorized access to its account or the Services.

4. CUSTOMER RESPONSIBILITIES

Successful enterprise migration requires cooperation between vrtmv and Customer.

Customer will timely provide the information, personnel, access, approvals, credentials, technical resources, infrastructure availability, documentation, decisions, and other cooperation reasonably required for vrtmv to perform the Services.

Customer is responsible for:

4.1 Environment and Access

Providing vrtmv with authorized and sufficient access to applicable systems, workloads, environments, networks, infrastructure, accounts, and personnel.

4.2 Accuracy of Information

Ensuring that information, configurations, inventories, credentials, specifications, and other materials supplied to vrtmv are materially accurate and complete.

4.3 Authorization

Obtaining all rights, permissions, licenses, and authorizations necessary for vrtmv to access and interact with Customer’s systems, software, data, and third-party environments in connection with the Services.

4.4 Backups and Business Continuity

Unless expressly included within the applicable Order Form or Statement of Work, Customer remains responsible for maintaining appropriate backups, disaster recovery

procedures, business continuity plans, and recovery copies of Customer systems and data.

4.5 Customer-Caused Delays

vrtnv will not be responsible for delays or failure to meet estimated timelines to the extent caused by Customer, Customer's third-party providers, unavailable systems, inaccurate information, delayed approvals, changes in scope, or circumstances outside vrtnv's reasonable control.

5. MIGRATION AND IMPLEMENTATION SERVICES

5.1 Migration Activities

Customer authorizes vrtnv to perform the technical actions reasonably necessary to deliver the migration and implementation Services specified in the applicable Order Form or Statement of Work.

Such activities may include accessing, analyzing, copying, configuring, transmitting, converting, testing, validating, moving, modifying, or otherwise interacting with Customer systems and workloads as reasonably necessary to perform the Services.

5.2 Customer Environment

Customer acknowledges that enterprise infrastructure environments may include legacy systems, undocumented dependencies, unsupported software, third-party components, custom configurations, network limitations, and other conditions outside vrtnv's control.

vrtnv will use commercially reasonable efforts to identify and manage such conditions as part of the Services but does not warrant that all pre-existing conditions or dependencies will be discoverable before migration activity begins.

5.3 Migration Windows and Approvals

Where applicable, Customer and vrtnv will coordinate migration windows, production changes, cutovers, and other material implementation activities.

Customer will provide required approvals and designated decision-makers in accordance with the applicable implementation plan.

5.4 Validation and Acceptance

Migration completion, validation, testing, acceptance criteria, or other project milestones may be established in the applicable Order Form or Statement of Work.

Unless otherwise agreed in writing, Customer is responsible for validating its applications, workloads, business processes, and downstream functionality following migration.

6. ACCEPTABLE USE

Customer and Authorized Users may not:

- access or use the Services in violation of applicable law;
- attempt to gain unauthorized access to vrtmv systems or other customer environments;
- interfere with or disrupt the integrity, security, or operation of the Services;
- circumvent security, authentication, licensing, or usage controls;
- reverse engineer, decompile, disassemble, or attempt to derive the source code of the vrtmv platform except where such restriction is prohibited by law;
- copy, resell, sublicense, distribute, or commercially exploit the Services except as expressly authorized by vrtmv;
- introduce malware, malicious code, or other harmful material into the Services; or
- use the Services to develop or assist in developing a competing product or service through unauthorized access to vrtmv proprietary technology.

vrtmv may suspend access reasonably necessary to protect the security, integrity, or availability of the Services or other customers.

7. INTELLECTUAL PROPERTY

7.1 vrtmv Technology

vrtmv and its licensors retain all right, title, and interest in and to the Services and all associated technology, software, methodologies, processes, workflows, algorithms, tools, documentation, templates, configurations, know-how, inventions, improvements, and intellectual property.

Except for the limited rights expressly granted under these Terms, no rights are transferred to Customer.

7.2 Customer Property

Customer retains all right, title, and interest in Customer's systems, applications, workloads, data, content, trademarks, and other materials supplied by or on behalf of Customer ("**Customer Materials**").

7.3 Limited License

Customer grants vrtmv a limited, non-exclusive right to access, use, process, reproduce, transmit, modify, and otherwise handle Customer Materials solely as reasonably necessary to provide, secure, support, and improve the Services and fulfill vrtmv's obligations to Customer.

7.4 Feedback

If Customer voluntarily provides suggestions, recommendations, or feedback regarding the Services, vrtmv may use such feedback to develop and improve its products and services, provided vrtmv does not disclose Customer Confidential Information in doing so.

8. CUSTOMER DATA

As between the parties, Customer retains ownership of Customer Data.

vrtmv may process Customer Data only as necessary to provide, secure, maintain, support, and improve the Services; comply with applicable law; enforce applicable agreements; and protect the integrity and security of the Services.

vrtmv will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Services and Customer Data processed.

Where required, the parties may enter into a separate Data Processing Addendum or other data protection agreement.

9. CONFIDENTIALITY

Each party may receive confidential or proprietary information belonging to the other party.

Each receiving party will:

- protect the other party's Confidential Information using reasonable care;
- use Confidential Information only for purposes related to the parties' business relationship; and
- disclose Confidential Information only to personnel, professional advisors, subcontractors, and service providers who have a need to know and are subject to appropriate confidentiality obligations.

Confidential Information does not include information that the receiving party can demonstrate was lawfully known without restriction, independently developed without use of the Confidential Information, publicly available through no breach of obligation, or lawfully received from a third party without confidentiality restriction.

If the parties have entered into an MSA containing confidentiality provisions, the MSA will control.

10. THIRD-PARTY TECHNOLOGY AND SERVICES

The Services may interact with or depend upon third-party operating systems, virtualization technologies, cloud platforms, infrastructure providers, software, applications, networks, APIs, or other third-party products and services.

vrtnv does not control third-party products or services and is not responsible for changes, outages, vulnerabilities, discontinuation, performance, licensing requirements, or other conditions attributable to third-party providers.

Customer remains responsible for obtaining and maintaining licenses and contractual rights required for its third-party technologies unless expressly included in an Order Form.

11. FEES, INVOICING, AND TAXES

Customer will pay all fees specified in the applicable Order Form or other ordering document.

Unless otherwise stated in the applicable Order Form:

- fees are stated in U.S. dollars;
- invoiced amounts are due according to the payment terms specified in the Order Form or MSA;
- fees are exclusive of applicable sales, use, value-added, withholding, or similar taxes; and
- Customer is responsible for applicable taxes other than taxes based on vrtnv's net income.

Additional Services or scope requested by Customer may result in additional charges subject to Customer authorization.

12. SERVICE AVAILABILITY AND CHANGES

vrtnv may update, enhance, modify, or replace components of the platform from time to time as part of the normal development and operation of the Services.

vrtnv will not materially reduce the core functionality of purchased Services during an active service term without reasonable justification or an alternative that provides substantially equivalent functionality.

Any specific service-level commitments will apply only if expressly identified in an applicable Service Level Agreement, Order Form, or MSA.

13. WARRANTIES

vrtnv warrants that it will perform professional and implementation Services in a professional and workmanlike manner consistent with generally accepted industry practices.

Customer's exclusive remedy for a breach of this warranty will be for vrtnv to re-perform the materially nonconforming Services, provided Customer notifies vrtnv within a reasonable period after discovering the nonconformity.

Except for warranties expressly stated in an applicable MSA or these Terms, the Services are provided “as is” and “as available” to the maximum extent permitted by applicable law.

vrtnv does not warrant that:

- the Services will be uninterrupted or error-free;
- every pre-existing defect or dependency in Customer’s environment will be identified;
- third-party systems or services will operate without interruption;
- every migration will be completed without Customer or third-party remediation; or
- Customer’s existing applications or systems will operate identically following changes to underlying infrastructure.

14. INDEMNIFICATION

Any indemnification obligations between Customer and vrtnv will be governed by the applicable MSA.

If no MSA applies, each party will defend and indemnify the other against third-party claims to the extent arising from its gross negligence, willful misconduct, violation of applicable law, or infringement or misappropriation of third-party intellectual property rights, subject to applicable limitations and defenses.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, neither party will be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or for loss of profits, revenues, business opportunities, goodwill, or anticipated savings arising from or relating to the Services, regardless of the theory of liability.

Unless otherwise stated in an applicable MSA, each party’s aggregate liability arising out of or relating to the Services will not exceed the fees paid or payable by Customer to vrtnv for the Services giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to liability.

The foregoing limitations will not apply to liabilities that cannot lawfully be limited or excluded.

16. SUSPENSION

vrtnv may temporarily suspend Customer’s access to all or part of the Services where reasonably necessary due to:

- a material security threat;
- suspected unauthorized or unlawful use;

- Customer's material breach of these Terms;
- nonpayment of undisputed amounts after applicable notice and cure periods; or
- circumstances where continued access could reasonably cause harm to vrtmv, Customer, another customer, or a third party.

Where reasonably practicable, vrtmv will provide Customer notice and an opportunity to cure before suspension.

17. TERM AND TERMINATION

These Terms remain effective while Customer accesses or uses the Services.

The term and termination rights applicable to purchased Services will be specified in the applicable MSA, Order Form, or Statement of Work.

Upon expiration or termination:

- Customer's rights to access the applicable Services will cease;
- Customer will pay amounts properly due through the effective termination date, subject to the applicable agreement;
- each party will return or destroy Confidential Information as required by the applicable agreement; and
- provisions intended by their nature to survive termination will remain effective.

18. SECURITY

vrtmv will maintain commercially reasonable security measures designed to protect the confidentiality, integrity, and availability of systems and information under vrtmv's control.

Customer acknowledges that security is a shared responsibility and remains responsible for the security of Customer-controlled systems, credentials, endpoints, networks, user accounts, configurations, and access permissions except to the extent expressly assumed by vrtmv under an applicable agreement.

Additional security requirements may be documented in a security addendum, Data Processing Addendum, Order Form, or MSA.

19. COMPLIANCE WITH LAWS

Each party will comply with laws and regulations applicable to its performance under these Terms.

Customer will not use the Services in violation of applicable export controls, sanctions, privacy, data protection, intellectual property, or cybersecurity laws.

20. CHANGES TO THE SERVICES OR TERMS

vrtmv may update these Terms from time to time to reflect changes in the Services, applicable law, security requirements, or business operations.

For active enterprise Customers operating under an executed MSA or Order Form, material changes to these Terms will not retroactively modify negotiated contractual rights during the then-current term unless mutually agreed or required by applicable law.

21. NOTICES

Formal notices required under these Terms will be delivered in accordance with the notice provisions of the applicable MSA.

If no MSA applies, notices to vrtmv may be sent to:

Virtual Move – vrtmv

Perpetual Data Inc.

dba: Virtual Move – vrtmv

Address: 7511 Greenwood Ave N, Suite 117, Seattle, WA. 98103

Email: sales@vrtmv.com

22. GOVERNING LAW

The governing law, venue, and dispute resolution provisions contained in the applicable MSA will govern these Terms.

If no MSA applies, these Terms will be governed by the laws of the State of **Washington**, without regard to conflict-of-law principles, and the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in **KING COUNTY, WASHINGTON**.

23. GENERAL PROVISIONS

Neither party may assign these Terms except as permitted under the applicable MSA or with the other party's consent, except that either party may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets relating to the Services.

Neither party is liable for delay or failure to perform caused by circumstances beyond its reasonable control, excluding payment obligations.

If any provision is held unenforceable, the remaining provisions will remain in effect.

Failure to enforce a provision will not constitute a waiver.

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship.

24. ENTIRE AGREEMENT

These Terms, together with the applicable MSA, Order Form, Statement of Work, Proof of Concept agreement, Data Processing Addendum, and other documents expressly incorporated by reference, constitute the agreement between Customer and vrtmv regarding the applicable Services.

No purchase order or other Customer-provided document will modify the parties' agreement unless expressly accepted in writing by an authorized representative of vrtmv.

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