Exhibit F

Ongoing Obligation Agreement

______________, 20__

[Name
Company Name
Company Address
City, State, Zip]

Ongoing Obligation Agreement to Accompany [*Name of Investment Agreement*] (the "Investment Agreement") executed between [FUND] ("Fund") and _________________ ("[insert Company name]" or "Company") on ______________, 20__ (the "Effective Date")

Dear ________:

This ongoing obligation agreement between Fund and [insert Company name] acknowledges that in the event that [insert Company name] fails to maintain its status as a Virginia Company (as defined below) at any time within the three-year period after the Effective Date (the "**Three-Year Period**"), then in addition to the rights of Fund under the Investment Agreement, the Company shall pay to the Fund in immediately available funds an amount equal to the original investment amount from the Fund [plus interest at the then Applicable Federal Rate].

For purposes of this side letter, the term "**Virginia Company**" shall mean that the Company meets each of the following criteria, as determined in the sole and absolute judgment of the Virginia Innovation Partnership Corporation ("**VIPC**"), at any time beginning on the date hereof:

1. The Company's headquarters and primary business address (if different than the Company's headquarters) are located within the Commonwealth of Virginia;
2. A majority of the Company's administrative and strategic operations are performed within the Commonwealth of Virginia;
3. The primary office for a majority of the Company's senior management, including the Chief Executive Officer, is within the Commonwealth of Virginia; and
4. The Company is registered to do business in Virginia and is "in good standing" with the Virginia State Corporation Commission.

For a Five-Year Period, the Company agrees to:
1. Annually, provide Fund with information related to, but not limited to, private leverage, jobs created, numbers of patents created, and job and revenue forecasts in each of the 5 calendar years following the closing of Fund's initial investment in the Company.

For a Ten-Year Period, the Company agrees to:
1. Provide annual gross revenue number for the most recent fiscal or calendar year;
2. Provide net income for the most recent fiscal or calendar year;
3. Provide total dollar amount of investment received since Fund's investment including proof of investment (i.e. wire receipts).

Finally, Fund may assign or otherwise transfer all or a portion of Fund's Participation Rights, Pro Rata Rights, or Future Rights with the Company's written consent (which shall not be unreasonably withheld, delayed or conditioned) to any Affiliate.

This Ongoing Obligation Agreement shall apply only to the portion of the Fund's investment in the Company that has been funded by an investment from VIPC and to the extent there is an investment made in excess of such amount, solely for purposes of this Ongoing Obligation Agreement the Fund's investment in the Company shall be treated as two separate investments and such excess shall not be subject to the terms herein.

For purposes of information only, the Fund offers the following services to its portfolio companies, as applicable and when needed (and subject to the Company being in good standing and meeting milestones as discussed between Fund and Company):

- Operational Guidance – such as what IT systems to use, when to hire, etc.
- Financial Guidance – such as what sales level is required for the next stage of growth
- Sales Support – such as introductions to potential customers
- Fundraising Support – such as introductions to other investors
- HR Support – such as introductions to potential hires
- Other advice and support as needed to sustain growth of the Company

Sincerely,

[________]

Accepted by [insert Company name]:

____
[Contact name]
[Title]
Date: