

## TERMS AND CONDITIONS

These Terms and Conditions form part of the Agreement entered into by and between Built Data, LLC, a Minnesota limited liability company (“we” or “Built Data”) and the Customer listed in the Order Form (“you” or “Customer”) regarding the Services made available through the Built Data Platform. Built Data and Customer shall individually be referred to as a “Party” and collectively as the “Parties.”

1. **Definitions.** The following terms shall be capitalized throughout this Agreement and shall be defined as follows:
  - a. **Authorized Users.** Customer’s designated administrator(s) and personnel granted access to the Platform by Customer pursuant to Seat Licenses.
  - b. **Content.** The term “Content” shall mean any and all text, data, photos, images, graphics, audio, video, and/or audiovisual combinations.
  - c. **Customer Content.** The term “Customer Content” refers to any Content submitted, uploaded, imported, integrated, posted and otherwise communicated by Customer and its Authorized Users through the Platform, including personal information submitted (e.g., name, email, cell phone number) by Authorized Users.
  - d. **Order Form.** The applicable Order Form that is mutually agreed to in writing by the Parties setting forth the commercial terms of the Services which forms a part of this Agreement.
  - e. **Platform.** The construction communications platform made available through the progressive web application located at [app.builtdata.io](http://app.builtdata.io).
  - f. **Seat.** The term “Seat” means a unique login identification and password combination for accessing the Services. An individual Seat must be uniquely assigned to no more than one (1) Authorized User.
  - g. **Service Data.** The term “Service Data” means any aggregated, derived, extracted, statistical, or benchmark data or gathered by Built Data from Customer Content and Customer’s use of the Platform and Services. For the avoidance of doubt, Service Data shall not contain or include any Authorized User’s personal information.
  - h. **Services.** The construction communication software and services made available to Customer and its Authorized Users through the Platform.
2. **Access and Use of the Services.** Built Data hereby grants to Customer a non-exclusive, non-transferable, non-assignable, worldwide right to access and utilize the Platform and Services pursuant to the terms of this Agreement.
3. **Authorized Users.** Access and use of the Platform and Services by its Authorized Users shall be subject to the terms and conditions of this Agreement.
4. **API License.** To the extent applicable to Customer’s Subscription Plan, Built Data hereby grants to Customer during the Term of this Agreement, a limited, worldwide, non-sublicensable, non-transferable (except as otherwise permitted pursuant to Section 22(f)), non-exclusive license to use the Built Data API for the sole purpose of enabling Customer’s systems to interoperate with the Platform.
5. **Customer Content – Requirements and Licenses.**
  - a. **Customer Content Guidelines.** Customer and its Authorized Users are prohibited from submitting any Content to the Platform that is infringing, defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law. Customer represents and warrants that it has all right, title, interest to the Customer Content, including the right to publish and distribute by electronic and digital means and that Customer Content does not (i) violate, infringe or misappropriate on the rights associated with any third parties, including, but not limited to, privacy rights, copyright, trademark, trade secrets, patents or other intellectual property rights, or (ii) violate any statute, law, ordinance or regulation.
  - b. **Customer Content License.** Customer, on behalf of itself and its Authorized Users, grants to Built Data a perpetual, worldwide, non-exclusive, royalty-free right and license to use, copy, display, perform, create derivative works from, distribute, transmit and sublicense all Customer Content in any form, in all media now known or hereinafter created, anywhere in the world, including, but not limited to publish, republish, repost, distribute, publicly display and/or excerpt Customer Content for any purpose whatsoever, commercial or otherwise.
  - c. **Content Restrictions.** Built Data has the right, but not the obligation, to monitor, screen, post, remove, modify, store and review Customer Content or communications sent through the Platform at any time and

for any reason, including to ensure that Customer Content conforms to these terms, without prior notice to Customer. Built Data also retains the right to ban or block an Authorized User from posting on the Platform without notice for a pattern of inappropriate postings or as it deems necessary. **Built Data is not responsible for, and does not endorse or guarantee, the opinions, views, advice or recommendations posted or sent within the Platform and shall not be liable to Customer or any Authorized User for the Customer Content posted on the Platform.**

6. **Promotional License.** Customer grants to Built Data a license to use Customer's name and logo for the limited purpose of marketing and promoting the Platform and Services. This promotional license may be terminated at any time by Customer upon thirty (30) days written notice to [support@builtdata.io](mailto:support@builtdata.io).
7. **Customer Feedback.** Customer grants to Built Data a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable (except as otherwise permitted pursuant to Section 22(f)), royalty-free, license to collect, process, store, host, copy, transmit, display, distribute, and disseminate any suggestions or ideas, submitted to Built Data, whether solicited or unsolicited (collectively, the "Feedback") for any purpose whatsoever, commercial or otherwise, without compensation or accounting.
8. **Reservation of Rights.**
  - a. **Customer Data and Content.** Customer shall retain all right, title and interest, including, without limitation, all intellectual property rights, in and to any Customer Content.
  - b. **Built Data Platform and Services.** Built Data has and will retain all right, title and interest, including, without limitation, all intellectual property rights, in and to the Platform, Services, Built Data Content, Service Data, and all source code and object code related thereto, and all copies, modifications and derivative works thereof. Any and all rights not expressly granted herein by Built Data are reserved by Built Data.
  - c. **Use Restrictions.** Customer will not use the Services and Built Data Content to develop or otherwise cause to bring to market any product or application that is competitive with any Built Data product or service. Customer will not distribute, redistribute, disseminate, sell, resell, or sublicense the Built Data Services and/or Content to any third party, commercial or otherwise. Customer will not, directly or indirectly, alter or modify the Services, or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Platform and/or Services.
9. **Fees and Term.**
  - a. **Payment.** All fees due under this Agreement shall be invoiced and paid in accordance with the terms set forth in the applicable Order Form.
  - b. **Late Payments.** Built Data reserves the right to suspend or terminate services for payments that are more than **thirty (30) days** past due. Past due payments will accrue interest at the greater of 1.5% monthly or the highest interest rate allowable under applicable law.
  - c. **Term.** The term of this Agreement will commence on the Effective Date and shall continue for the subscription term identified in the applicable Order Form ("Term"). This Agreement shall automatically renew for subsequent Term(s), unless either Party provides written notice of termination thirty (30) days prior to the expiration of the initial, or any renewal, Term.
  - d. **Taxes.** Customer is responsible for paying any applicable taxes, excluding taxes based solely on Built Data's net income, including, but not limited to, governmental sales, use, value-added, commodity, harmonized, GST, consumption tax, service tax or other similar taxes imposed on in connection the fees paid for the Services. To the extent Built Data is required to collect such taxes, the applicable tax will be invoiced to Customer and paid pursuant to the applicable Order Form payment terms.
  - e. **No Refunds.** Except in the event of Built Data's material breach, fees will not be prorated upon cancellation or early termination of this Agreement. All fees paid through the date of termination are nonrefundable.
10. **Customer Support.** Customer should email Built Data at [support@builtdata.io](mailto:support@builtdata.io) for Customer support and assistance. Built Data support personnel shall respond to Customer's email inquiries regarding issues relating to the Services within a reasonable timeframe.
11. **Security.** Built Data will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Platform and Services in accordance with industry standard security requirements.
12. **Privacy.** Each Party shall be responsible for ensuring their respective compliance with any and all privacy, notice and consent rules or regulations and/or data collection laws or regulations applicable to its use of the Services. Built Data shall not use or disclose any personal information submitted by Customer or its Authorized Users for any purpose other than for providing the Services.
13. **Representations and Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of the place of its origin, and possesses all the necessary authority to enter into and perform its obligations under this Agreement.
14. **Compliance with Applicable Laws.** Each Party shall comply with all state and federal laws or regulations applicable to the performance of its obligations under this Agreement. Customer shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Services: (a) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S.

Government; (b) to any person or entity on any of the U.S. Government's Lists of Parties of Concern or otherwise in violation of any export or import laws, regulations or requirements of any United States or applicable foreign agency or authority.

15. **Termination.**

- a. **For Convenience.** Except as otherwise set forth in the Order Form, Customer may terminate this license at any time for convenience upon thirty (30) days prior written notice to Built Data.
- b. **Automatic Termination.** This Agreement shall terminate upon written notice by either Party (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts, (ii) upon either Party making an assignment for the benefit of creditors, or (iii) upon either Party's dissolution or ceasing to do business.
- c. **Breach.** Either Party may terminate this Agreement immediately if the other Party breaches any material provisions of this Agreement and, if curable, fails to cure such breach within **thirty (30) days** after receipt of written notice of such breach.
- d. **Data Portability Post-Termination.** Built Data will make Customer Data available to Customer in machine-readable format upon Customer's written request made within thirty (30) days following termination or expiration of the Agreement. Except as otherwise required by law, Built Data may delete or destroy all copies of the Customer Data following such thirty (30) day-period, without further obligation or liability. Customer shall have the option to make Authorized User-related Customer Data available to its Authorized Users in its discretion.
- e. **Survival.** The following Sections survive termination of this Agreement: Individual Binding Arbitration, Customer Content License, Promotional License, Customer Feedback License, Reservation of Rights, Confidentiality & Non-Disclosure, Disclaimer of Warranties, Disclaimer of Third Party Products and Services; Indemnity, Limitation of Liability, and Choice of Law.

16. **Individual Binding Arbitration.** Any claim or controversy arising out of or relating to the Platform, Services, and/or this Agreement (including its formation, interpretation, performance and breach) shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, **excluding any rules or procedures governing or permitting class actions.** Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Federal Arbitration Act shall govern the interpretation and enforcement of this Agreement. The place of arbitration shall be Minneapolis, Minnesota.

17. **Future Functionality.** Customer's execution of this Agreement and use of the Platform and Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Built Data regarding future functionality or features.

18. **DISCLAIMER OF WARRANTIES.** **UNLESS OTHERWISE STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW,** THE PLATFORM AND SERVICES MADE AVAILABLE TO CUSTOMER AND ITS AUTHORIZED USERS THROUGH THIS AGREEMENT, INCLUDING ANY "BETA" RELEASES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BUILT DATA DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR SERVICES **(I)** WILL BE UNINTERRUPTED, TIMELY OR SECURE, **(II)** WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, **(III)** WILL MEET CUSTOMER'S REQUIREMENTS, OR **(IV)** WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE. **EXCEPT WHERE PROHIBITED BY LAW,** BUILT DATA EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

19. **DISCLAIMER OF THIRD PARTY CONTENT, PRODUCTS OR SERVICES.** BUILT DATA DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY USER OF THE PLATFORM AND SERVICES, ANY THIRD PARTY CONTENT, OR ANY THIRD PARTY PRODUCTS OR SERVICES MADE AVAILABLE TO CUSTOMER AND ITS AUTHORIZED USERS THROUGH THE PLATFORM AND SERVICES. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUILT DATA MAKES NO WARRANTIES** REGARDING THIRD PARTY PRODUCTS OR SERVICES, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

20. **LIMITATION OF LIABILITY.** BUILT DATA SHALL NOT BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST REVENUE, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, REPLACEMENT GOODS OR SERVICES, LOSS OF TECHNOLOGY) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, EVEN IF BUILT DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BUILT DATA'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE FEES PAID BY CUSTOMER TO BUILT DATA, IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

21. **INDEMNITY.** Except to the extent any claim results from the gross negligence or willful misconduct of Built Data, Customer agrees to indemnify, defend and hold harmless Built Data, and its subsidiaries, officers, directors, shareholders, employees and each of their respective successors and assigns from and against all damages, losses, liabilities, expenses, fees or costs (including, without limitation, reasonable attorneys' fees and costs) incurred in connection with any third party claim arising out of or relating to (i) any claim that the Customer Content violates any third party intellectual property, privacy or other right, (ii) Customer's use of the Platform and Services, or (iii) Customer's violation of applicable laws, rules or regulations.
22. **Miscellaneous.**
- a. **Force Majeure.** Except with respect to Customer's payment obligations, neither Party shall be liable or responsible for any delays in performing its obligations under this Agreement as a result of any event beyond its reasonable control, including, without limitation, adverse weather conditions, internet outage or interruption of service, telecommunications or power outage, fire, flood, civil disobedience, terrorism, labor disruptions, strikes, lockouts, freight, government ordered closures, embargoes, terrorism, natural disaster, denial of service attacks, war or acts of God.
  - b. **Independent Contractors.** The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created herein between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent.
  - c. **Severability.** The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
  - d. **Modifications.** No modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party.
  - e. **Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota without regard to or application of Minnesota's conflict of law principles. The Parties consent to the jurisdiction of the State of Minnesota, County of Hennepin with regard to any controversy or claim arising out of or relating to this Agreement, or the breach thereof.
  - f. **Assignment.** Neither Party shall assign any of the rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld. However, consent is not required for an assignment of this Agreement in connection with a change of control, merger, stock transfer, sale or other disposition of substantially all the assets of the assigning Party's business.
  - g. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
  - h. **No Waiver.** No failure or delay by a Party exercising any right, power or privilege under this Agreement will operate as a waiver thereof.
  - i. **Interpretation.** Headings are for reference purposes only and do not limit the scope or extent of such section.
  - j. **Notices.** All notices required or permitted to be given under this Agreement will be in writing and delivered to: **Built Data, LLC at 7101 York Avenue South, Suite 260, Minneapolis, MN 55435** and via email at [legal@builtdata.io](mailto:legal@builtdata.io) and to Customer at the address and email provided in the Order Form.
  - k. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
  - l. **Execution.** Either Party may execute this Agreement with either a manual or digital signature. "Digital signature" means an electronic identifier that is intended by the Party using it to have the same force and effect as the use of a manual signature. A signed copy of this Agreement delivered via facsimile or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
  - m. **Entire Agreement.** This Agreement comprises the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter contained herein.