

USER AGREEMENT

This User Agreement is entered into by and between Firemaps, Inc., a Delaware corporation, with a place of business at 939 Stanyan St, San Francisco, CA, 94117 ("**X.Build**") and the entity using the X.Build AI-powered construction management platform (the "**User**") as of the effective date set forth below X.Build's signature below (the "**Effective Date**").

The terms and conditions of this User Agreement, together with any documents, exhibits and Additional Terms (as defined below), all of which are incorporated herein by reference, form this "**Agreement**", and govern User's access to and use of the website, features, services, content, and applications offered by X.build for its AI-powered construction management platform (collectively, the "**Services**"). In addition, certain Services may be subject to additional terms and conditions ("**Additional Terms**") specified by X.Build from time to time, and User's use of, and access to, of such Services shall be subject to those Additional Terms. In the event there is a conflict or inconsistency between this User Agreement and the Additional Terms, the Additional Terms shall govern as to the extent of such conflict or inconsistency.

SECTION 8.1.2.1 OF THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE, CLASS ACTION WAIVER, AND WAIVER OF JURY TRIAL. THOSE TERMS AFFECT THE RIGHTS USER HAS HAVE IN ANY DISPUTE WITH X.BUILD AND ITS AFFILIATES, AND HOW ANY SUCH DISPUTE MAY BE RESOLVED.

1. DEFINITIONS.

- 1.1. "**Applicable Law**" means any applicable federal, state and local law, regulation, rule or ordinance.
- 1.2. "**Customer**" means an end user customer of the User Services.
- 1.3. "**Customer Agreement**" means any agreement between User and a Customer in connection with the provision of User Services by User to the Customer.
- 1.4. "**Representative**" means any personnel, employee, officer, director, member, manager, partner, consultant, temporary resource, sales representative, agent, representative, supplier, contractor and subcontractor.
- 1.5. "**Term**" means the term of this Agreement as set forth in Section 4.1.
- 1.6. "**User Services**" means the services offered and/or provided by User.

2. SERVICES

2.1. Services.

- 2.1.1. General. In consideration of the Commission, X.Build will make the Services available to User through the X.Build construction management platform.
- 2.1.2. Systems Integration. In order to use the Services, X.Build will integrate its platform with User's applicable claims and project management systems (the "**User Systems**"), in order to allow X.Build direct access to the insurance claim and payment information (the "**Integration**").
- 2.1.3. User Systems and Information. User shall provide X.Build with all necessary access, authorizations, licenses and rights access the User Systems to complete the Integration, and to access the applicable Customer and insurance claim-related information, shall not use any software or systems that are not part of the Integration with respect to the management of any Customer insurance claims. User shall ensure that all information provided to X.Build regarding any Customer, whether directly by User or its Representatives or via the Integration ("**Customer-Related Information**") is true and complete. User acknowledges and agrees that the accuracy of the Services relies on the accuracy and completeness of the Customer-Related Information.

3. FEES; PAYMENT TERMS; TAXES

3.1. Pricing. User will have sole discretion in determining the fees it charges for the User Services under each Customer Agreement (including amounts for any upsold products or services, whether or not set forth in the applicable Customer Agreement) (the “**Customer Fees**”).

3.2. Payment Process. Prior to initial use of the Services, User shall provide X.Build with either:

3.2.1. Its bank account details and ongoing authorization to charge all Commissions by ACH when due.

3.2.2. Its credit card information, billing authorization, and ongoing authorization to charge all commissions when due.

There will be a \$1 set up fee, which will be charged initially and each time the payment method is changed. User may change its selection of payment method by providing written notice to X.Build of such change, but it may take up to five (5) business days for such change to be reflected, and any charges during such period may be made to the pre-existing method.

3.3. Commission Rate; Payment Terms. User shall pay to X.Build a commission of five and one half percent (5.5%) for of the total of the total Customer Fees under each Customer Agreement (the “**Commission**”); in addition, in the event the insurance loss summary is provided at the time of the project upload, there will be a Commission of ten percent (10%) of any increase in replacement cash value (“**RCV**”) over the initial loss summary or four hundred dollars (\$400) flat fee whichever is greater. The commission will be charged any time a new or updated insurance loss summary is received by either X.Build, the User, or any related party, customer, or subcontractor of the User. If the User is in possession of an insurance loss summary from the insurance company, they shall send it to claims@x.build within 48 hours of receipt. If the User does not send over a received loss summary within 48 hours of receipt, X.Build shall have authority to collect five and one half percent (5.5%) of the total claim value. In the event no insurance loss summary is presented to X.Build from the User, and the User begins construction without sending the updated insurance loss summary to claims@x.build within 48 hours of receipt, X.Build shall bill a flat fee of two thousand dollars (\$2,000). In the event the project under the applicable Customer Agreement is cancelled or is not proceeding within 60 days from report generation, User shall pay to X.Build the Delayed or Cancelled Project Fee set forth in Exhibit C (the “**Delayed or Cancelled Project Fee**”). X.Build shall charge the Commission on or after receipt of updated insurance loss summary for the Customer project or, if applicable, the Delayed or Cancelled Project Fee, via ACH or credit card, as selected by User. Payment shall be due the occurrence of the applicable payment trigger. In the event X.Build is unable within two (2) business days of initial attempt by X.Build to charge the method selected by User under Section 3.2 because of any inaccuracy in the information provided by User or rejection of the payment by the applicable financial institution or User (whether at the time of the charge or thereafter), such payment shall be deemed a late payment. X.Build reserves the right to (i) charge a late fee equal to the lesser of two percent (2%) per month or the highest rate allowed by applicable law and/or (ii) to suspend and or all of the Services until its receipt of the applicable amounts.

3.4. Expenses; No Set-off; No Refund. X.Build shall not be responsible for any of the expenses User incurs in connection with its performance of its obligations hereunder or under any User Services. Notwithstanding anything to the contrary in this Agreement, User shall have no right to set-off or recoup from any amounts it may owe to X.Build any liability for which X.Build is or might be liable to User, whether such liability arises under this Agreement or otherwise, except as expressly provided in Exhibit C. All amounts paid to X.Build under this Agreement are nonrefundable.

3.5. Taxes. User is solely responsible for the collection, reporting and payment of (a) any taxes, levies, contributions, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (“**Taxes**”) on transactions for purchases of User Services; (b) any Taxes on any payments made to X.Build, regardless of which taxing jurisdiction that has jurisdiction concerning such Taxes and (c) any Taxes under unemployment insurance, social security, income tax, and other laws, rules or regulations, with respect to the performance of User and its Representatives. Without limiting the foregoing, except as otherwise expressly agreed by X.Build in writing, all Commission payments from User will be grossed-up for all Taxes. User will provide X.Build with any and all information and documentation as X.Build deems necessary for X.Build to account for performance of User’s obligations under this Section 3.4 and/or X.Build’s obligations.

3.6. Audit. During the Term and for a period of two (2) years thereafter, User shall retain, and X.Build or its Representatives shall have the right during reasonable business hours to examine and make copies of, all books and records of User related to transactions contemplated by this Agreement, including without limitation all transactions with any Customer, and all Customer Agreements and related documentation. User shall cooperate with any audit of such records that X.Build may undertake and shall immediately refund or reimburse any excess fees or expenses discovered by such audit. Each party shall bear its own costs with respect to any such audit, unless a discrepancy of more than one percent (1%) of either fees or expenses is uncovered, in which case User shall reimburse X.Build for all reasonable costs associated with the audit.

4. TERM; TERMINATION

4.1. Term. Unless earlier terminated in accordance with this Agreement, this Agreement will begin on the Effective Date and continue for one (1) year (the "**Initial Term**") and will thereafter automatically renew for successive one (1) year terms on each anniversary of the Effective Date unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Term.

4.2. Termination for Cause. Each party will have the right to terminate this Agreement immediately upon written notice to the other party, if the other party (a) materially breaches any of its duties or obligations under this Agreement and such breach is not cured within thirty (30) days of receipt of notice of such breach from the non-breaching party; (b) ceases to do business; (c) fails to secure or renew any license, permit, authorization, or approval for the conduct the party's business and/or activities hereunder or if any such license, permit, authorization, or approval is revoked or suspended; or (d) seeks protection under any bankruptcy, receivership, trustee, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party.

4.3. Termination for Convenience. Either party may also terminate this Agreement at any time and for any reason, with or without cause and without penalty and without compensation of any kind except as expressly set forth herein, upon thirty (30) days prior written notice to the other party.

4.4. Effect of Termination. Upon termination or expiration of this Agreement for any reason (a) the appointment and all licensed rights granted hereunder will immediately cease to exist, (b) each party will comply with its obligations under Section 5.4. In addition, User's payment obligations under Section 3 shall become immediately due and payable, and may be withdrawn immediately by X.Build via ACH. Notwithstanding anything to the contrary in this Agreement, the following Sections will survive any termination or expiration of this Agreement: 3, 4.4, 5, 6.2, 6.3, 6.4, 7, and 8.

5. CONFIDENTIALITY

5.1. Confidential Information. "**Confidential Information**" means information which has value because it is not generally known and which the disclosing party uses reasonable means to protect and includes, without limitation, any information designated as confidential or proprietary by either party to this Agreement upon disclosure. Without limiting the foregoing, Confidential Information of X.Build includes (a) the Commissions, (b) all proprietary and non-public information regarding X.Build's products, services, and business, including, without limitation, the X.Build Service, and (c) the terms of this Agreement. Confidential Information may include proprietary information of third parties who have a relationship with the disclosing party.

5.2. Exclusions. Confidential Information excludes information that receiving party can clearly establish by written evidence: (a) was in the possession of, or was known by, receiving party prior to its receipt from disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by receiving party from a third party not under any obligation of confidentiality; or (d) is independently developed by receiving party without use of Confidential Information.

5.3. Non-Use and Non-Disclosure. Each party acknowledges that it acquires only the limited right to use the other party's Confidential Information under the terms and conditions of this Agreement and does not acquire any rights of ownership or title in the other party's Confidential Information. Each party will hold in confidence any Confidential Information received by it from the other and will protect the confidentiality of such with the same degree of care that it exercises with respect to its own information of like import, but in no event less than reasonable care. Each party will only disclose Confidential Information to its Representatives having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of

each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party promptly after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section or any authorized access to or disclosure of the other party's Confidential Information. In the event that a party is required to disclose Confidential Information of the other party pursuant to any applicable statute, law, regulation or order of a court of competent jurisdiction, that party will promptly notify the other party in writing of such required disclosure and cooperate with the other party, at the other party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure; in the event of such required disclosure, in the event the other party is not successful in contesting or limiting such disclosure, the party required to make such disclosure shall only disclose that portion of the Confidential Information that it is legally required to disclose, and shall use good faith efforts to obtain confidential treatment for such Confidential Information.

5.4. Return of Confidential Information. Each party will promptly delete all Confidential Information of the other party after any expiration or termination of this Agreement, or upon receipt by a party of written notice from the other party requesting deletion of its Confidential Information; provided, however, that each party may retain a copy of Confidential Information for legal and compliance purposes, and to the extent contained in automatic backups that are not readily or regularly accessible and are destroyed or overwritten after a reasonable period and any such retained Confidential Information shall remain subject to this Agreement.

6. REPRESENTATIONS AND WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1. Representations and Warranties. User represents and warrants that: (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder, and the individual signing below is fully authorized to sign this Agreement on its behalf; (ii) it is not a party to any agreement that would prohibit it from entering into this Agreement or performing its obligations hereunder; (iii) the User Services will be performed with promptness and diligence and shall be executed in an ethical, good, professional and workmanlike manner, in accordance with the highest industry standards, and in accordance with this Agreement; (v) all the information made available through the Integration is and will at all times remain true and complete; (vi) it has all rights necessary to allow X.Build to perform and maintain the Integration; and (vii) it and the User Services will at all times comply with all Applicable Laws, and without limiting the foregoing, User has obtained and will maintain all authorizations, licenses, permits, inspections, and other governmental or regulatory agency approvals as are required for the performance of this Agreement, the User Services and any Customer Agreement.

6.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. X.BUILD DOES NOT REPRESENT, WARRANT OR GUARANTEE THE RESULTS OF THE SERVICES, OR THE ABILITY OR WILLINGNESS OF ANY CUSTOMER OR INSURER TO MAKE PAYMENTS OR TO FULFILL ANY OTHER OBLIGATIONS IT MAY HAVE UNDER ANY AGREEMENT WITH USER OR OTHERWISE, AND X.BUILD DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY OF THE FOREGOING.

6.3. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, X.BUILD WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR ANY LOST PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. X.BUILD'S AGGREGATE CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (I) THE COMMISSIONS COLLECTED BY X.BUILD HEREUNDER WITH RESPECT TO THE PARTICULAR CUSTOMER AGREEMENT FOR THE APPLICABLE

USER SERVICES GIVING RISE TO THE LIABILITY OR (II) \$100.00. THE LIMITATIONS IN THIS PARAGRAPH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

6.4. ESSENTIAL PURPOSE. THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND ABSENT ANY OF THE FOREGOING, THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT.

7. INDEMNIFICATION AND INSURANCE

7.1. Indemnity Obligations. User, at User's sole expense, will defend, indemnify, and hold harmless X.Build and its officers, directors, managers, representatives, employees, and/or agents (collectively, the "**X.Build Indemnified Parties**") against any claim, liability, fine, sanction, loss, damage, cost or expense (including reasonable legal fees, costs and expenses, including any incurred in enforcement of this section) ("**Claims**") incurred by any X.Build Indemnified Party arising from or relating to: (a) User Services; (b) any Customer claims or any disputes between User and any Customer; (c) any death of or injury to any person, damage to any property, and/or any other damage or loss resulting from any act or omission by User or its Representatives or the User Services; (d) any infringement, misappropriation or other violation, or allegation of the foregoing, of any third-party rights, including intellectual property rights, arising from or related to any content, materials or rights (including with respect to any Integration) provided or purported to be provided by User; (e) any claim for compensation or benefits by any third party related to employment or contract by or with User or any of its Representatives; (f) any actual or alleged failure to collect, report or pay any Taxes; (g) User's or any of its Representatives' actual or alleged negligence, fraud, misrepresentation or willful misconduct; (h) User's actual or alleged breach of any representations and/or warranties contained in this Agreement or any Customer Agreement; or (i) User's actual or alleged failure to comply with this Agreement, X.Build policies, any Customer Agreement, or any Applicable Law.

7.2. Procedure. In connection with the foregoing indemnification obligations, User will not consent to the entry of a judgment or settle any Claim without the X.Build Indemnified Parties' prior written consent, which may not be unreasonably withheld. User will use counsel reasonably satisfactory to the X.Build Indemnified Parties, and the X.Build Indemnified Parties will reasonably cooperate in the defense, at User's expense. If any X.Build Indemnified Party reasonably determines that any Claim might have an adverse effect, it may take control of the defense (without limiting User's indemnification obligations). Without limiting the foregoing, X.Build and/or any X.Build Indemnified Party may participate in the defense of any Claim using its own counsel (at its own expense). User's obligations under this Section 6 are independent of User's other obligations under this Agreement.

7.3. Insurance. User represents, warrants and covenants that it has in force, and will maintain in force at all times during the Term and for not less than two (2) years thereafter, adequate worker's compensation, commercial general liability, errors and omissions, and other forms of insurance sufficient to protect and indemnify X.Build and its officers, directors, members, partners, principals, employees and agents, from any losses resulting from the conduct, acts or omissions of User and its Representatives, but in any event no less than the coverage and limits set forth in Exhibit A hereto. A Certificate of Insurance indicating such coverage will be delivered to X.Build upon request. The Certificate will (a) indicate that the policy will not change or terminate without at least thirty (30) days prior written notice to X.Build, (b) name X.Build as an additional named insured, and (c) indicate that the insurer waives its subrogation rights against X.Build. User shall ensure that all tiers of sub-contractors engaged by User in connection with any project maintain appropriate and adequate insurance to meet the requirements set forth in this Agreement. User shall provide Certificates of Insurance for such sub-contractors upon X.Build's request.

8. MISCELLANEOUS

8.1. Governing Law; Dispute Resolution.

8.1.1. Governing Law. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state.

8.1.2. Dispute Resolution.

- 8.1.2.1. Negotiation and Arbitration. With respect to any and all disputes arising out of or in connection with the Services or this Agreement, the parties agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If the parties do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by confidential binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association (“AAA”) in San Francisco, California. Each party explicitly disclaims any applicability of the U.N. Convention on Contracts for the International Sale of Goods to these Terms. All arbitration proceedings will be conducted in English. Such arbitration will have one (1) neutral arbitrator if the amount in controversy is less than one million dollars (\$1,000,000) or otherwise before a panel of three (3) neutral arbitrators. Each of the arbitrators must be (i) a lawyer licensed to practice law in the United States with a minimum of fifteen (15) years of legal practice or senior level business experience or a retired judge with a minimum of five (5) years of service on the bench, (ii) an individual with at least five (5) years of experience as an arbitrator, and (iii) on the roster of neutrals of the AAA or similar nationally recognized ADR organization. If the arbitration proceedings shall be conducted before a panel of three neutral arbitrators, the panel shall be selected using the following process: Within fifteen (15) days after the commencement of arbitration, each party shall select one person meeting the specified qualifications to act as neutral arbitrator, and the two thus selected shall select a third neutral arbitrator meeting the specified qualifications within fifteen (15) days of their appointment. The third neutral arbitrator shall act as the chair of the arbitration panel. If the arbitrators selected by the parties are unable to or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. THE ARBITRATOR'S DETERMINATION SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN A COURT OF COMPETENT JURISDICTION.
- 8.1.2.2. Injunctive Relief. Notwithstanding this arbitration provision, User agrees that X.Build may seek emergency, temporary, or preliminary injunctive relief from a competent court of law or equity pending the final ruling of the arbitrator(s), without any requirement to post bond, to prevent irreparable harm arising from any of User's unlawful acts or acts or omissions that could harm the Services, or as reasonable or necessary to protect its rights or property pending the completion of arbitration.
- 8.1.2.3. Class Action Waiver. THE ARBITRATION OF DISPUTES RELATING TO THESE TERMS OR THE SERVICES SHALL BE IN USER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. USER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SERVICES AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL USER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND USER HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) USER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND USER IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE

RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO USER.

8.1.2.4. Court Proceeding. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN AN ARBITRATION, EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, CLAIM OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING HEREUNDER, RELATING TO OR IN CONNECTION WITH THESE TERMS OR THE SERVICES.

8.1.2.5. One Year Limit on Claims. EXCEPT TO THE EXTENT SUCH TIME LIMITATION IS PROHIBITED BY APPLICABLE LAW, ANY CLAIM OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS BY USER MUST BE FILED WITHIN ONE YEAR IN AN ARBITRATION PROCEEDING. THE ONE-YEAR PERIOD BEGINS WHEN THE CLAIM OR NOTICE OF DISPUTE FIRST COULD BE FILED. IF A CLAIM OR DISPUTE ISN'T FILED WITHIN ONE YEAR, IT'S PERMANENTLY BARRED.

8.2. Relationship. This Agreement does not, is not intended to, create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party. Without limiting the foregoing, each party acknowledges and agrees that it is not authorized to make any representation, contract, or commitment on behalf of the other party unless specifically requested and authorized in writing to do so by the other party.

8.3. Representatives. User shall be fully responsible and liable for all acts, errors or omissions of its Representatives, and for ensuring such Representatives' compliance with the requirements of this Agreement.

8.4. Severability; Waiver. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified to the minimum extent necessary so that it is valid and enforceable. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

8.5. No Assignment. Neither party may assign nor transfer this Agreement, or any of its rights or obligations hereunder, in whole or in part, without the other party's prior written consent; provided, however, that, X.Build may assign this Agreement, in whole or in part, without consent (a) to its affiliates, or (b) pursuant to a transfer of all or substantially all of X.Build's business or assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon permitted assignees.

8.6. Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address set forth for X.Build on the first page, and set forth for User below User's signature below by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized express mail service, or by email. Email notices to X.Build must be sent to: legal@x.build. Notice will be effective upon receipt or refusal of delivery, or upon confirmation of delivery or transmission if sent by e-mail. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

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EXHIBIT A
INSURANCE

Workers Compensation: The limits of liability shall not be less than:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 each employee for bodily injury by disease

\$1,000,000 policy limit for bodily injury by disease

General Liability Insurance (specifically including Construction): The limits of liability shall not be less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$1,000,000 for personal and advertising injury liability

\$2,000,000 aggregate on products and completed operations

\$2,000,000 general aggregate

Inland Marine: The limits of liability shall not be less than:

\$1,000,000 each occurrence and aggregate

Builders Risk: The limits of liability shall not be less than:

\$2,000,000 each occurrence

Commercial Auto Insurance: The limits of liability shall not be less than:

\$1,000,000 each occurrence and aggregate

EXHIBIT C
DELAYED OR CANCELLED PROJECT FEES

The following fees will be automatically charged by X.Build under the circumstances below. In the event the applicable Customer project resumes within three (3) months of the charge, the amount of the Commission will be reduced by the amount of the charge.

\$75 In the event all the Customer cancels the project more than 48 hours after the initial submission of the information about the Customer project to or through the Services.

\$75 In the event the completed report is not approved by the Customer to send to the insurance company 60 days after the report is sent to the Customer from X.Build.

\$400 In the event (i) the a project is cancelled more than ten (10) days after initial submission to the insurance provider of the information about the Customer project to or through the Services.

