

## Contractor Monitoring and Acceptance Terms and Conditions

1. **Contractor Monitoring and Acceptance Services.** If included in Client's Services, Built provides services related to reviewing and monitoring the professional experience of construction professionals ("Contractor Monitoring and Acceptance Services").
2. **Restrictions on Use.** In consideration for Client's right to receive and use certain data and services (collectively, the "Monitoring Services") from Built and Experian or other third-party service providers, if applicable ("Data Providers"), Client understands and certifies to Data Providers and Built that the Monitoring Services:
  - a. will be used solely in connection with a present or prospective credit or financial transaction with the business entity inquired upon or for other legitimate commercial purposes, including business research;
  - b. will not be used as a factor in establishing an individual's eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes, or (b) employment;
  - c. will be used in compliance with all applicable laws, regulations and ordinances, and all special use restrictions set forth in the Agreement or adopted by Data Providers and/or Built hereafter; and
  - d. will be maintained in confidence and disclosed only to persons whose duties reasonably relate to the business purposes for which the information was requested.
3. **Warranty Disclaimer and Limitation of Liability.** CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT THE DATA AND Monitoring Services:
  - a. ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS AND ARE NOT GUARANTEED AND THAT NEITHER BUILT, DATA PROVIDERS NOR THEIR SOURCES WILL BE LIABLE TO CLIENT FOR ANY LOSS OR DAMAGE BASED ON THE CONTENT OF THE DATA OR Monitoring Services OR ANY ERRORS OR OMISSIONS THEREFROM;
  - b. ARE SUBJECT TO THE FOLLOWING EXCLUSION OF WARRANTY. BUILT, DATA PROVIDERS AND THEIR SOURCES DO NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE Monitoring Services, DATA OR THE MEDIA ON WHICH THE DATA IS PROVIDED AND SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY BUILT'S, DATA PROVIDERS' OR THEIR SOURCES' ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE DATA OR Monitoring Services. IN NO EVENT SHALL BUILT, DATA PROVIDERS OR THEIR SOURCES BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF BUILT, DATA PROVIDERS OR THEIR SOURCES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES BUILT'S, DATA PROVIDERS' AND THEIR SOURCES' ENTIRE LIABILITY AND THE SOLE REMEDY OF CLIENT IN CONNECTION WITH THE PROVISION OF THE DATA AND Monitoring Services.
  - c. IF, NOTWITHSTANDING THE PRIOR PARAGRAPH, LIABILITY CAN BE IMPOSED ON BUILT, DATA PROVIDERS OR THEIR SOURCES, CLIENT AGREES THAT THE AGGREGATE LIABILITY FOR ANY OR ALL LOSSES OR INJURIES TO CLIENT IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE AMOUNT PAID TO BUILT FOR THE AFFECTED Monitoring Services AND CLIENT COVENANTS AND PROMISES THAT IT WILL NOT SUE BUILT, DATA PROVIDERS OR THEIR SOURCES FOR AN AMOUNT GREATER THAN SUCH SUM AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST BUILT, DATA PROVIDERS OR THEIR SOURCES.