

INSPECTION SERVICES TERMS AND CONDITIONS

These Inspection Services Terms and Conditions (these “**Terms**”) are agreed to by and between you (“**Service Provider**”) and Built Technologies, Inc. (“**Built**”) (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Built will, from time to time, enter into agreements with financial institutions (the “**Built Clients**”) to provide certain Inspection Services (as defined below) via Built’s online platform (“the **Built Platform**”);

WHEREAS, Built wishes to engage Service Provider to perform Inspection Services for Built Clients;

WHEREAS, Service Provider will, in the course of providing Inspection Services, access the Built Platform; and

NOW, THEREFORE, in consideration of the representations, mutual covenants, and conditions contained herein, the Parties agree as follows:

1. Inspection Services

1.1. Agreement. Service Provider will provide Inspection Services to Built Clients in accordance with the terms of these Terms.

1.2. Inspection Services Defined. Service Provider shall physically inspect the construction site requested by a Built Client (“**Inspection**”). Following the Inspection, Service Provider will provide the Built Client with a report through the Built Platform which shall include the information requested by the Built Client. The Inspection and any related services provided by Service Provider pursuant to these Terms are collectively referred to as “**Inspection Services**.”

1.3. Completed Inspection Services. An Inspection will be deemed complete (a “**Completed Inspection**”) when an inspection report has been accepted by the Built Client purchasing the Inspection. Service Provider is solely responsible for the accuracy and reliability of any inspection reports prepared by Service Provider.

1.4. Service Provider Personnel means professional inspectors who are the Service Provider’s employees or independent contractors. For the avoidance of doubt, all references to Service Provider shall include Service Provider Personnel.

1.5. Performance. Service Provider warrants and covenants that all Inspection Services to be performed under these Terms shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms of these Terms and the standards of performance considered generally acceptable in the industry for similar tasks and projects. Service Provider is solely liable for any damage to or loss of Built Client property occurring within the scope of Service Provider’s performance of the Inspection Services.

1.6. Non-Disparagement. Each party agrees not to take or permit any action that could be materially prejudicial to the goodwill and business reputation of the other party.

1.7. Inspection Services Appointments. In the event that a Built Client cancels or reschedules an appointment for Inspection Services at any time, Service Provider shall contact Built Client directly to discuss scheduling or any other issues. Built is not responsible for any payment to Service Provider in the event that an Inspection Services appointment is canceled or rescheduled by a Built Client.

2. Use of Independent Contractors

Service Provider may employ in its sole discretion experienced and qualified independent contractors to perform or aid in performing the Inspection Services. Service Provider is fully responsible and liable for any action(s) or omission(s) of its independent contractors in accordance with the obligations of these Terms as if they were Service Provider’s own employees.

3. Confidentiality and Security

3.1. Disclosure. The Parties acknowledge that, in the course of performance of these Terms, one party (the “**Disclosing Party**”) may find it necessary to disclose or permit access to Confidential Information to the other

party (the “**Receiving Party**”) solely for the purposes of performing Inspection Services under these Terms. Service Provider is required to ensure all employees and independent contractors engaged by your inspection company to perform Inspections for Built’s clients are aware of and compliant with Built’s confidentiality and data security requirements.

3.2. Confidential Information Defined. For the purposes of these Terms, Confidential Information means oral, written, digital, graphic, or machine-readable information and technical data which is not generally known to the public. For the avoidance of doubt, Confidential Information includes, but is not limited to Client Data, and business plans, specifications, designs, methods, processes, ideas, concepts, drawings, software, pricing, operational plans and know-how, employee information, shareholder information, vendor information, Client information, and consumer information. Client Data means all non-public documents and information provided by Client to Built.

3.3. Confidential Treatment. Confidential Information disclosed to the Receiving Party will be held in confidence by the Receiving Party and not disclosed to others or used except as necessary to perform its obligations under these Terms or as expressly authorized in writing by the Disclosing Party. Each Party will use the same degree of care to protect the other Party’s Confidential Information as it uses to protect its own information of a like nature, but in no circumstances less than reasonable care. The Receiving Party may disclose Confidential Information to personnel of the Receiving Party with (a) a valid need to know such Confidential Information and (b) that have signed a written agreement with the Receiving Party containing confidentiality and non-use restrictions equivalent to these Terms

3.4. Exceptions. Obligations under this “Confidentiality and Security” section will not apply to information which: (a) was in the public domain or generally available to the public prior to receipt thereof by the Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public before any wrongful act of the Receiving Party or an employee or Agent of the Receiving Party; (b) is later received by the Receiving Party from a third party, unless the Receiving Party knows or has reason to know of an obligation of secrecy of the third party to the Disclosing Party with respect to such information; (c) is developed by the Receiving Party independent of such information received from the Disclosing Party; or (d) information that is required to be disclosed by law or in a judicial or administrative proceeding with advance notice to the Disclosing Party and an opportunity for the Disclosing Party to seek protection against such disclosure.

3.5. Client Data. “Client Data” means the non-public information of the customers or consumers of Client provided to Service Provider for the performance of the Inspection Services. Service Provider agrees to implement and maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Client Data; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or substantial inconvenience to any consumer.

3.6. Client Data Safeguards. Each Party will maintain industry standard safeguards reasonably designed to prevent unauthorized access to or use of Client Data and Confidential Information. In order to comply with the obligations described in this Section 3, Service Provider shall (i) design and implement appropriate information safeguards to control the risks of a breach of Client Data; and (ii) regularly test or otherwise monitor the effectiveness of the safeguards’ key controls, systems and procedures. At a minimum, Service Provider’s information security program shall include consideration of risks in each relevant area of Service Provider’s operations, including: (iii) employee/contractor training and management; (iv) installing antivirus/malware on any device that can access the email address registered with Built and/or the Built application or desktop; (v) encrypting any device that can access the email address registered with Built and/or the Built application or desktop; (vi) password protecting any device that can access the email address registered with Built and/or the Built application or desktop in accordance with Built’s password requirements; and (vii) detecting, preventing and responding to attacks, intrusions, or other systems failures.

3.7. Notice of Unauthorized Access to Data. Service Provider shall notify Built as soon as reasonably practicable (and in any event within 24 hours) of discovery of any breach of Confidential Information.

4. Use of Built Platform

4.1. Service Provider Access. Built will provide Service Provider with log-in credentials to access select Client Data and use the Built Platform.

4.2. Training. Service Provider will participate in any and all trainings deemed necessary by Built to properly use its Built Platform.

4.3. Acceptable Use. Service Provider agrees to comply with all applicable terms governing acceptable use of the Built Platform, which may be updated at any time at Built's sole discretion.

4.4. Service Provider Use of Platform. Service Provider is solely responsible for ensuring and confirming the accuracy and reliability of any information contained on or within the Built Platform, including, but not limited to, geographic locations of Built Client sites. Service Provider is solely responsible for ensuring that inspection reports are properly and completely transmitted to the Built Client through the Built Platform. If Service Provider experiences issues with the Built Platform preventing Service Provider from transmitting an inspection report, Service Provider must immediately contact Built technical support at support@getbuilt.com.

5. Term and Termination

5.1. Term or Renewal Term. These Terms shall remain in force until terminated by Built or Service Provider.

5.2. Termination for Convenience. Service Provider may terminate these Terms for convenience upon 90 days' written notice to Built. Built may terminate these Terms for convenience upon 30 days' written notice to Service Provider.

5.3. Termination for Cause. These Terms may be terminated immediately by Built for any reason, including but not limited to any breach or violation of these Terms by Service Provider, or performance or professionalism by Service Provider that does not satisfy Built or Built Client standards.

5.4. Effects of Termination. Upon termination of these Terms, Service Provider shall remain responsible for any Inspection Services requested or scheduled prior to such action. Termination of these Terms will not affect either Party's liability for any breach of these Terms such Party may have committed before such expiration or termination. Unless otherwise agreed by the Parties, Service Provider will be removed from the Built Platform upon termination of these Terms.

5.5. Survival. Sections 3 (Confidentiality), 8 (Insurance Requirements), 9 (Indemnification), and 5.4 (Effects of Termination) will survive any termination or expiration of these Terms.

6. Payment and Invoicing

6.1. Payment Terms. In the event that Built is required to pay or reimburse Service Provider for any amounts due for No payment by Built of any invoice will waive Built's right to later contest such invoice, in whole or in part.

6.2. Taxes. The Service Provider is solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from the payment of fees to the Service Provider under these Terms, and agrees to do so in a timely manner.

7. Warranty Disclaimers and Compliance

7.1. SERVICE PROVIDER WARRANTY DISCLAIMER. BUILT ACKNOWLEDGES AND AGREES THAT THE INSPECTION SERVICES PROVIDED BY SERVICE PROVIDER ARE SOLELY FOR THE PURPOSE OF DETERMINING THE PERCENTAGE OF COMPLETION OF THE VARIOUS COMPONENTS OF THE CONSTRUCTION PROJECT(S), BASED ON OBSERVATIONS OF EXISTING SITE CONDITIONS AND/OR STORED MATERIALS AT THE TIME OF THE SITE VISIT, AND ANY DOCUMENTS REVIEWED AS PROVIDED BY BUILT OR ITS CLIENTS. SERVICE PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES, OR OPINIONS REGARDING: (1) THE QUALITY OF CONSTRUCTION; (2) COMPLIANCE WITH ANY APPLICABLE BUILDING CODES; (3) CONFORMANCE WITH PLANS AND SPECIFICATIONS; OR (4) THE ADEQUACY OR COMPLETENESS OF ANY PROJECT DOCUMENTS. SERVICE PROVIDER DOES NOT GUARANTEE OR WARRANT THE CURRENT OR FUTURE PERFORMANCE OF ANY SYSTEM, COMPONENT, OR MATERIAL OBSERVED, NOR THE WORK OR MATERIALS PROVIDED BY ANY PROFESSIONALS, CRAFTSMEN, OR LABORERS INVOLVED IN ANY CONSTRUCTION PROJECT, INCLUDING WITHOUT LIMITATION ARCHITECTS, ENGINEERS, DESIGNERS, CONTRACTORS, SUPPLIERS, BIOLOGISTS, OR GEOTECHNICAL CONSULTANTS.

7.2. BUILT WARRANTY DISCLAIMER. BUILT MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE BUILT PLATFORM, OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE, LOSS OF DATA OR RESULTS OF USE OF THE BUILT PLATFORM. WITHOUT LIMITING THE FOREGOING, BUILT DISCLAIMS ANY WARRANTY THAT THE BUILT PLATFORM OR THE INSPECTION SERVICES WILL

BE ACCURATE, ERROR-FREE, OR UNINTERRUPTED. BUILT MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, NONINFRINGEMENT, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

7.3. Compliance with Laws. Service Provider must ensure that background checks are completed for all Service Provider Personnel that perform Inspection Services in accordance with these Terms. Service Provider will not assign any Service Provider Personnel to perform any Inspection Services that have not had the required background checks or whose background checks are not in good standing without any issues, and in no event who have been convicted of or accepted responsibility for a felony or a misdemeanor involving a dishonest act. If required by applicable local law, the Service Provider shall ensure all Service Provider Personnel and independent contractors are properly licensed to perform the Inspection Services. Service Provider Personnel will submit to a background check at least once annually performed by Built or its vendor.

8. Service Provider Insurance

During the Term, Service Provider will maintain at its own expense the insurance coverages agreed to between Service Provider and Built Client. Built accepts no liability for any insurance obligations on behalf of Service Provider.

9. Indemnification

Service Provider will indemnify and hold harmless Built and its affiliates, employees, and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any intentional misconduct, negligence, or breach of these Terms by Service Provider or Service Provider Personnel in performing the Inspection Services.

10. Severability

If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11. Notices

All notices required or permitted under these Terms will be in writing and will be deemed delivered if delivered in person or by overnight courier service addressed to Built as follows:

NOTICE to: Built Technologies, Inc. 635 Grassmere Park Nashville, TN 37211

Such address may be changed by Built from time to time by providing written notice to Service Provider.

12. Flow Down Provisions

Service Provider will comply with any Built Client-specific requirements provided to Service Provider, in each case, as they may be amended from time to time.

13. Entire Agreement; Amendments

These Terms constitute the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to these Terms will be effective unless in writing and signed by the Party to be charged.