

Terms and Conditions for Inspected.com and Inspected.cloud

1. **Terms of Service:** This Customer Success Agreement (“Agreement”) is subject in all respect to the Inspected Service Terms of Use set forth under Appendix 2 which are incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the Terms of Use, this Agreement shall govern. Complete product and support descriptions are available online at support.inspected.com.

2. **Subscription Term:** This Agreement shall be effective for the Subscription Term indicated on the prior page. Following the Subscription Term, this Agreement shall automatically renew each month (an “Additional Term”) unless a party gives not less than thirty (30) days’ written notice prior to renewal.

3. **Fees and Payment:** You agree to purchase the terms set forth on the prior page for the specified term. The monthly subscription fee will be charged automatically each month. Inspection fees and other product/service fees will be calculated the next day following the inspections to verify what has been completed and we will invoice you once (ideally) for the batch of total billable events. You agree that once you have paid this initial invoice, we will capture your payments directly for future invoices in order to stay up to date on billing. Inspected uses Stripe as our secure payment partner and Inspected does not hold the details of any of your payment information. All fees paid hereunder are non-refundable and non-recoupable.

4. **Early Termination:** This contract is a firm obligation for its entire term and can be terminated with 90-days notice by either party.

5. **Taxes:** Inspected’s products and services may be required to charge sales tax pursuant to certain state and local sales tax laws. Estimated taxes are not included in this agreement. Your invoice will reflect the final taxes in effect at the time of invoicing based on the address for the business(es). Customer must claim any exemption for all applicable taxes at the time of purchase and provide any/all exemption certifications and email documentation to taxinquiry@Inspected.com.

6. **Confidentiality:** Inspected will provide Customer with confidential information and proprietary materials in the course of Customer’s

implementation, including, but not limited to, guides, product descriptions and configuration tools (the “Materials”). Customer agrees that the Materials are proprietary to and owned by Inspected and that Customer will hold the Materials confidential and use them solely for the purpose of transitioning to and implementing the Inspected platform. Customer further agrees to keep pricing confidential.

APPENDIX 2

ENTERPRISE TERMS OF USE

These Enterprise Terms of Use (collectively with the Order Summary and all Appendices, the “Agreement”) are a binding legal agreement between the customer set forth on the attached Sales Order (“Customer,” “Subscriber” or “you”) and Inspected, Inc., regarding your use of the Inspected proprietary online platform for inspection management (the “Service”). Please read this Agreement carefully. By accessing or using the Service, you accept this Agreement and agree to use the Service in compliance with the foregoing. The terms “Subscriber,” “you,” “your,” “yours,” and “authorized user” refer to you, the account administrator, any individual user that is authorized by an account administrator, or any entity using the Service on your behalf. If you are accepting this Agreement on behalf of an entity, you represent and warrant that you have the authority to do so. The terms “Inspected,” “we,” “us,” and “our” refer to Inspected, Inc. and our affiliates, as applicable.

As used in this Agreement:

“Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, you control, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies. If you registered for the Service under a name other than the legal name of a business, we may from time to time require you to verify that all licenses purchased by you are used only by you and your Affiliates and in the operation of a single business.

“Inspectors” means a natural person affiliated or associated with your business or under the direction of your business who: (i) is assigned sole or primary responsibility for performing a customer job by her/himself, (ii) who functions

in a leadership role for an install crew or (iii) to whom or to whose activities revenue can otherwise be attributed.

“Your Content” means all data, content, photos, images or other information that you submit to the Service. If any part of Your Content consists of, was copied from, or is in part derived from pre-existing content available on the Services, such part of Your Content will remain Inspected proprietary information and subject to the restrictions in Section 7.

1. Account Registration

You must register for and maintain an account with us to use the Service. When registering, you must provide accurate and complete information and promptly update this information. If you provide any information that is inaccurate or incomplete, or we have reason to believe that the information is inaccurate or incomplete, we may suspend or terminate your account and your use of the Service. Only authorized users may use your account to use the Service and conduct other activities with us. You are responsible for all activities that occur through your account. To protect your account from unauthorized use, keep your user identification and password secure and those of your authorized users. Please notify us immediately of any unauthorized use of your account or any other breach of security. If there is unauthorized use by anyone who obtained access to the Service directly or indirectly through you, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by Inspected to prevent or terminate unauthorized use of the Service.

2. License

(a) Subject to the terms and conditions of this Agreement and the Sales Order Agreement, Inspected grants to you a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 17), non-sub licensable right during the term of this Agreement for the use of the Service by you and your personnel solely in connection with your internal business operations.

(b) You may allow Inspectors working for your Affiliates to use the Service under your subscription to the Service, as long as the total number of Inspectors between you and all of your Affiliates does not exceed the number of Inspectors that you are paying for under your subscription. If you allow your Inspectors working for your Affiliates to use your account, you agree that: (a)

you will at all times be liable and responsible for all acts and omissions of your Affiliates that use the Service (and any users using the Service on behalf of the Affiliate) as though those acts and omissions were committed by you; and (b) you agree (and you agree on behalf of your Affiliates) that your Affiliates and their end users may have access to all data and information that you can access through your account and Inspected is not responsible for enforcing any data access restrictions between you and your Affiliates. If you are using multiple Inspected accounts in connection with the operation of more than one business, you must disclose this fact to us at time of registration and renewal for the Service, as separate businesses require separate agreements with us. Failure to do so will constitute a breach of your obligations pursuant to this Agreement.

(c) Any Inspector that is designated as a Inspector cannot be designated otherwise: (A) before the end of the subscription period in which he or she was so designated and (B) without the approval of Inspected. You may not, and you must ensure that your inspectors do not, share accounts with each other or any other individuals. You are responsible and liable for ensuring that your Inspected (or anyone else using your accounts or the accounts of your Managed Inspected) comply with the terms of this Agreement. Deactivation of an individual as a Inspector will result in such technician being unassigned from all jobs and removed from reporting functionality. Monthly billing will be based upon the number of Inspected at the beginning of the period, plus prorated billing for any added Inspected and without reduction for users removed during the period. For the avoidance of doubt, the number of Inspector subscriptions that you must maintain at any given time will be subject to any minimums specified in your agreements with us.

3. Support and Services

If you are current with payment of Service fees, Inspected will provide you with its standard technical support services relating to the Service, in addition to any other level or nature of services and support detailed in the Agreement Package.

4. Fees and Payment

You will pay the fees for the Service subscription and other services selected by you at the time and on the terms specified in your Agreement Package. You authorize Inspected (either directly or through its third party payment

processor) to charge the credit card identified by you (which you represent and warrant that you are authorized to use) or to process an ACH payment from the account(s) identified by you (which you represent and warrant that you are authorized to use) for all applicable fees for your subscription in US dollars, including all applicable taxes. If Inspected does not receive payment from your credit card provider or by means of our ACH transfer or otherwise as agreed, you agree to pay all amounts due upon demand, in US dollars, and Inspected may suspend your access to the Service. All sales are final and Inspected will not issue refunds except as expressly provided in this Agreement. You will promptly reimburse Inspected for any costs incurred in connection with collection of past-due amounts, including attorneys' fees, and Inspected may, as a result of late payment, among other remedies available to it, discontinue its provision of the Service to you in accordance with this Agreement.

If you agreed to purchase a minimum number of Inspector licenses as part of registering for the Services (the "Minimum License Level"), you must pay for at least that number of licenses during the applicable term. Additional licenses may be purchased at the same pricing during the term, with fees prorated for partial months, and you may make adjustments in the actual number of licenses from time to time, provided that you must always purchase a number of licenses equal to or greater than the Minimum License Level. Monthly billing will be based upon the number of users at the beginning of the period, plus prorated billing for any added users and without reduction for users removed during the period. All fees paid hereunder are non-refundable and non-recoupable.

5. Term and Termination

The term of this Agreement is set out in the Sales Order in Appendix 1. If not otherwise provided, subscriptions are annual and will automatically renew for additional successive yearly terms unless terminated as specified in this Section. For the purposes of providing notice of non-renewal as described in this paragraph, notice will be required not less than ninety (90) days prior to renewal. Notice of non-renewal via email to Inspected at support@Inspected.com will be deemed sufficient. Upon termination, unless otherwise provided, your access to the Service and any information stored by the Service will also terminate. Inspected may terminate this Agreement at any time upon 90 days' prior written notice for its convenience, and will refund to you a pro-rata portion of any unused, prepaid fees.

Either party may terminate this Agreement with 90 day notice.

6. Access to the Service; Modifications to the Service

We do not provide you with the equipment to access the Service. You are responsible for all fees charged by third parties to access the Service (e.g., Internet access charges). We reserve the right to modify all or a part of the Service through patches, enhancements, updates, upgrades or bug fixes at any time without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, except that if we permanently discontinue the Service we will provide you, as your sole and exclusive remedy, and our sole and exclusive liability, a pro-rated refund representing the unused (as of the date of termination) portion of any subscription fees that you have paid in advance.

7. Restrictions

You must comply with all applicable laws, including privacy laws, when using the Service; for the avoidance of doubt, you will be responsible for notifying parties that telephone calls are being recorded, to the extent required. Except as may be expressly permitted by applicable law or authorized by us in writing, you will not, and will not permit anyone else to: (a) modify or reverse engineer any portion of the Service; (b) rent, lease, or otherwise permit any third party to use any portion of the Service; (c) circumvent or disable any security or other technological features or measures of any portion of the Service; (d) use the Service in a manner that threatens the integrity, performance, or availability of the Service; (e) reproduce, distribute, publicly display, or publicly perform the Service or any content on the Service; (f) make modifications to the Service or any part of the Service, except as permitted herein; (g) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Service; (h) export or copy Your Content (defined below) outside of the Service or make Your Content available other than through the Services to third parties (including your customers) through any physical or electronic means including, but not limited to, social media, email, internet message boards or other online forums, provided that you may edit and update Your Content outside of the Service if required to meet individual customer needs; (i) attempt to do any of the acts described in this Section 7 or assist or permit any person in engaging in any of the acts described in this Section 7.

You must comply with all applicable advertising and marketing laws such as CAN-SPAM, the Telephone Consumer Protection Act (TCPA) and the FTC's Telemarketing Sales Rule, including those that relate to (i) permitted calling times; (ii) customers' consent to be contacted by telephone and/or text messages (including opt in/opt out consent where applicable and do not call lists); (iii) any registration requirements relating to do not call lists; (iv) any notices that need to be given to potential customers during telephone calls.

8. Ownership

Except for the rights to access the Service expressly granted to you in this Agreement, we retain all right, title, and interest in and to the Service, including all related intellectual property rights and derivative works. The Service is protected by applicable intellectual property laws, including United States copyright law and international treaties.

9. Your Content

You agree that Inspected may, and hereby grant Inspected a worldwide, royalty-free, fully paid, irrevocable, and perpetual right and license (with the right to sublicense) to access, use, copy, distribute or otherwise make available Your Content or any part thereof, in any form: (a) in order to provide the functionality of the Services (such as sharing Your Content with your customers). (b) internally in any way subject to Inspected's obligation of non-disclosure in Section 11; and (c) internally or externally in any way in aggregate or anonymous format or otherwise in conformity with our Privacy Policy.

Inspected reserves the right to investigate and take appropriate legal action against you if, in Inspected's sole discretion, Your Content includes prohibited content. Prohibited content includes, but is not limited to content that, in the sole discretion of Inspected: is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; exploits people in a sexual or violent manner; contains nudity, violence, or offensive subject matter or contains a link to an adult website; solicits personal information from anyone; promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person's copyrighted work; furthers or promotes any criminal activity or

enterprise; and content that includes a photograph of another person that you have posted without that person's consent.

10. Feedback

If you provide feedback to us regarding the Service ("Feedback"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us a non-exclusive, perpetual and irrevocable license to use the Feedback in any manner and for any purpose.

11. Confidentiality

Subject to Inspected's rights under Sections 10, 16, and 17, Inspected will not disclose to any third party, without your consent, the information or material you upload to the Service. Inspected may, however, disclose that information or material if required by law or if Inspected reasonably determines that disclosure is necessary to prevent harm to Inspected or any third party. Your consent to disclosure shall be deemed given in the event that you access Inspected or your Inspected data through a third party application, solely with respect to disclosure in connection with your use of such third party application. If Inspected is required by law to disclose any of that information or material, Inspected will make reasonable efforts to provide you with prompt written notice of that requirement prior to disclosure. Further, if you register for the Service through a referral or other promotional partner or through an industry or trade group with whom we have a commercial relationship, we may disclose information about your account to that referral partner or industry group in connection with that commercial relationship. For the avoidance of doubt, however, Inspected will not directly contact your customers or make personally identifying or contact data regarding your customers available to any third party (other than as directed by you) without your consent. Such consent will be deemed given, however, in the event that you access or interact with Inspected or your Inspected data through a third party application, solely with respect to disclosure in connection with your use of such third party application.

12. Warranties; Disclaimer

Inspected warrants that the Service will, during the term of your subscription, materially conform to any description of the Service published by Inspected. As Inspected's sole and exclusive liability for breach of this limited warranty,

and your sole and exclusive remedy, Inspected will make reasonable efforts to correct the non-conformity.

You represent and warrant that: (a) You will not upload any information to the Service unless you have all permissions or licenses necessary to do so and to authorize Inspected's use of that information in accordance with this Agreement; and (b) your use of the Service will not subject Inspected to any liability or cause Inspected to violate any law, rule, or regulation or guideline.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND INSPECTED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICE, AND YOU RELY ON THE SERVICE AT YOUR OWN RISK. ANY MATERIAL ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR HARDWARE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INSPECTED OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

13. Early Access

If you obtain a subscription to a new feature or add-on to the Service designated by us as "Preview", "Beta", "Early Access" or "Evaluation Services" ("Early Access Service"), notwithstanding any other terms to the contrary, you may use such Early Access Service only for your internal demonstration, test, or evaluation purposes. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THE AGREEMENT, WE DISCLAIM ALL WARRANTIES,

EXPRESS OR IMPLIED, FOR EARLY ACCESS SERVICE AND THEY ARE PROVIDED ON AN "AS IS" BASIS. EARLY ACCESS SERVICE HAVE A NON-PERPETUAL TIME LIMITED SUBSCRIPTION TERM AND WE MAY "TIME-OUT" AND DISABLE THE EARLY ACCESS SERVICES OR OTHERWISE DISCONTINUE YOUR ACCESS AND USE OF THE EARLY ACCESS SERVICE AT ANY TIME WITHOUT PRIOR NOTICE. You will not attempt to defeat or circumvent any duration mechanism for the Early Access Service and will not use any Early Access Service beyond the prescribed term of early access. Your use of an Early Access Service may be subject to additional terms and conditions that you must agree to when accessing the Early Access Service.

14. Limitation of Liability

INSPECTED WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE AND/OR INTANGIBLE LOSSES (EVEN IF INSPECTED HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL INSPECTED'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY YOU TO INSPECTED FOR THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY INSPECTED TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

15. Indemnity

You will indemnify and hold Inspected and its subsidiaries, affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your use of the Service, your violation of this Agreement, or your violation of any rights of a third party through use of the Service.

Inspected will, at its expense, defend or settle any third party claims alleging that your use of the Service in accordance with the terms of this Agreement violates the intellectual property rights of any third party and will pay any final judgments awarded or settlements entered into in connection therewith.

16. Force Majeure

Inspected will not be liable to you for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to circumstances beyond Inspected's reasonable control.

17. Assignability

You may not assign this Agreement or any right, duty, or obligation under this Agreement, without Inspected's prior written consent. If consent is given, this Agreement will bind your successors and assigns. Any attempt by you to transfer any right, duty, or obligation under this Agreement except as expressly provided in this Agreement is void. Inspected may assign this Agreement or any right, duty, or obligation under this Agreement at any time without your consent.

18. Subcontractors

Inspected may utilize one or more subcontractors or other third parties to perform its duties under this Agreement so long as Inspected remains responsible for all of its obligations under this Agreement.

19. Notices

Except as otherwise expressly set forth in this Agreement, any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth below for Inspected, and at the address set forth in the Subscriber account for Subscriber and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

Inspected, Inc.

Attn: Legal

150 S. Pine Island Rd. Ste 210

Plantation FL 33324

20. Dispute Resolution

Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, must be finally settled by binding arbitration Broward County, Florida under the Rules of Arbitration of the American Arbitration Association by an arbitrator or arbitrators appointed in accordance with those rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Prevailing party shall be awarded attorney fees.

21. Waiver

The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

22. Severability

If any part of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on

the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, Subscriber's right to use the Service will immediately terminate.

23. International Use

The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

24. Google Maps

Google Maps presented to you through the Service are powered by Google. Your use of Google Maps is subject to the Google Maps Terms of Service, available online at https://www.google.com/intl/en-US_US/help/terms_maps.html, and <https://www.google.com/intl/ALL/policies/privacy/index.html>, and by using the Service, you are agreeing to be bound by such terms.

25. Entire Agreement

This Agreement (including the Order Summary and all Appendices) is the final and complete expression of the agreement between these parties regarding Subscriber's use of the Service. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of Inspected has any authority to bind Inspected with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Inspected will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Inspected specifically agrees to such provision in writing and signed by an authorized agent of Inspected.

