

## Terms of Service

Last updated: October 14, 2020

Client desires to engage Armada Analytics, Inc. ("Armada Analytics") to provide the zoning compliance services herein described subject to and in accordance with the terms and conditions set forth herein ("Terms of Service").

**Agreement for Payment for Services.** By submission of an engagement for services on this website, Client agrees to pay Armada Analytics in accordance with the fee schedule cited on the product offerings on said website or via separate correspondence, without setoff, deduction or discount. Late payment will accrue interest at the rate of eighteen percent (18%) per annum (or such lesser amount required by law). Armada Analytics will be entitled to immediately suspend or delay its performance hereunder without notice if Client has not timely paid any amounts due Armada Analytics. Client agrees to pay reasonable attorneys' fees and expenses incurred by Armada Analytics in the event it employs an attorney to collect a payment due.

**Cancellation Fee.** Any zoning compliance services cancelled more than 24 hours following engagement shall be subject to a fee of the greater of \$250 or 10% of the agreed-upon fee for services plus reimbursement of any and all municipal fees incurred and unable to be recovered by Armada Analytics.

**Ownership and Reassignment of Report.** A completed report becomes the property of the Client upon submission by Armada Analytics and remittance of payment by Client. Reassignment of a completed report to an unrelated entity or person may be subject to additional fees not to exceed \$100.

**Report Updates.** Requested updates or reaffirmations of assumptions and status of a property after 30 days following submission may be subject to additional fees to be negotiated by Armada Analytics and Client.

**Confidentiality.** Armada Analytics shall not disclose any written or electronic information provided by Client relating to the Services ("Client Confidential Information"), except to employees, officers, agents or subcontractors of Armada Analytics who need to know such information to perform the Services. Armada Analytics may disclose any Client Confidential Information that is required to be disclosed by law, government regulation or court order. If disclosure is required, Armada Analytics will give Client notice (if permitted by law) so that Client may seek a protective order. The term "Client Confidential Information" shall not include information that (A) is in the public domain as of the date of its disclosure to Armada Analytics, (B) enters the public domain after its disclosure to Armada Analytics other than by disclosure in violation of these Terms of Service, or (C) becomes available to Armada Analytics from a third party on a nonconfidential basis without breach of any confidentiality obligation owed to Client.

**Indemnification.** Armada Analytics and Client each hereby agrees to indemnify and save the other party and its shareholders, directors, employees, independent subcontractors, or agents (collectively, "Indemnified Parties") harmless from and against any expense, loss, liability, claim, or suit arising out of such party's performance under these Terms of Service that is caused by or results from such party's gross negligence or the willful misconduct of such party's employees, independent subcontractors, or agents during the term of these Terms of Service. In addition, Client hereby agrees to indemnify and save Armada Analytics and its Indemnified Parties harmless from and against any expense, loss, liability, claim, or suit arising out or resulting from a claim by a customer or borrower of Client relating to the Services, including (without limitation) a claim that a borrowing request was improperly denied. The indemnifying party hereunder, at its option, may control the defense of any claim for which it has an obligation to indemnify pursuant to this clause, and the indemnified party shall cooperate with the indemnifying party in such defense in all reasonable respects, at no cost to the indemnifying party. The indemnifying party's obligation under this clause is contingent on the indemnified party complying with the following conditions: (i) notifying the indemnifying party in writing promptly after the indemnified party becomes aware of a claim or the possibility thereof; (ii) granting the indemnifying party the sole control of the settlement, compromise, negotiation and defense of any such action; and (iii) providing the indemnifying party with all information related to the action that is reasonably requested by indemnifying party.

**Limitation on Liability.** Notwithstanding anything to the contrary contained herein, neither Client nor Armada Analytics shall be liable to the other party for any indirect, special or consequential damages, losses, expenses or liabilities that may be incurred or suffered by the other party in connection with these Terms of Service or any failure to provide Services as contemplated by these Terms of Service. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, ARMADA ANALYTICS MAKES NO OTHER (AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER) REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, NONINFRINGEMENT, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

**Ownership of Information.** Each party will continue to own the information and intellectual property rights owned by such party prior to execution of these Terms of Service, including in the case of Armada Analytics, all processes, algorithms, forms, templates, and software used to provide the services.