Terms of Service

Last updated: August 10, 2023

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. Payment is due in full 30 days from invoice date. Late payment will accrue interest at the rate of one and a half percent (1.5%) per month (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 Standard Report, Streamline Report, or Renewal Report 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. Any Permits & Approvals Report cancelled more than 24 hours following engagement shall be subject to a fee of the greater of $350 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 per individual or entity.

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. EXCEPT TO THE EXTENT ARMADA ANALYTICS HAS BEEN GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ARMADA ANALYTICS EXCEED THE LESSER OF (I) TWENTY FIVE THOUSAND DOLLARS AND (II) THE AMOUNTS ACTUALLY PAID BY CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, WHETHER SUCH CLAIM ARISES UNDER THESE TERMS OF SERVICE, COMMON LAW, TORT OR OTHERWISE. CLIENT ACKNOWLEDGES THAT THIS LIMITATION REFLECTS THE ALLOCATION OF RISK SET FORTH IN THESE TERMS OF SERVICE AND THAT ARMADA ANALYTICS WILL NOT ENTER INTO THESE TERMS OF SERVICE OR PROVIDE ANY SERVICES WITHOUT THIS LIMITATION ON ITS LIABILITY.

Relationship: The performance by Armada Analytics of its duties and obligations under these Terms of Service shall be that of an independent contractor, and nothing herein contained shall create or imply an agency relationship between the parties, nor shall these Terms of Service be deemed to constitute an employer/employee relationship or to create a joint venture or partnership between Armada Analytics and Client.

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. Client acknowledges that Armada Analytics has invested considerable amounts in

recruiting, training and retaining its employees. During the term of the tasks performed under these Terms of Service and subsequent orders tied to these Terms of Service and for an additional period of two years thereafter, with respect to each employee of Armada Analytics that provided Services or with whom Client had contact, Client shall not, directly or indirectly, individually or on behalf of any other person, recruit or solicit for employment, offer employment to, or employ any current or former employee of Armada Analytics, or induce or attempt to induce any employee to discontinue his or her relationship or affiliation with Armada Analytics. The parties agree that it is difficult to measure damages for a breach, and accordingly agree that Armada Analytics shall be entitled to recover from Client liquidated damages (and not as a penalty) equal to sixty percent of the prior year's annual compensation paid to such employee by Armada Analytics.