

## TERMS AND CONDITIONS

1. This Terms and Conditions Agreement (“Agreement”) is entered into between AMERICAN SURVEYING & MAPPING, INC., a Florida corporation d/b/a NATIONAL DUE DILIGENCE SERVICES (“NDDS”) and the client executing this Agreement (“Client”), to which a quote or authorization to proceed (collectively, “Quote”) has been provided by NDDS. This Agreement may be authorized in parts and by email or other similar method and such execution shall be binding on all parties.
2. NDDS has been engaged to provide only the services set forth in the Quote and NDDS does not owe any fiduciary responsibility or duty to Client. NDDS's services will be performed in accordance with generally accepted practices of zoning due diligence providers providing similar services at the same time, in the same locale, and under like circumstances (“Standard of Care”). For the avoidance of doubt, the Standard of Care does not require, and NDDS has no obligation to, visit the site of the project (the “Site”) in the performance of NDDS’s obligations, and Client acknowledges and agrees that the delivery of NDDS’s services under this Agreement does not include a visit to the Site by NDDS. NDDS makes no other warranties, expressed or implied and hereby disclaims to the fullest extent permitted by law, any and all warranties and conditions with respect to the services performed for Client.
3. It is understood that some municipalities will only release information to the property owner or authorized agent or in certain situations persons or entities that are located within the same municipality or state of the property. In these situations, Client will be notified immediately of the need for additional local support, which is to be provided by the Client or the Client's representative. Additionally, Client acknowledges that NDDS's ability to complete the services is dependent upon the timely delivery of such third-party information to NDDS. At times the municipal agencies may be unable to provide written responses/information within Client required time frames. In these situations, NDDS will endeavor to obtain required information verbally. In instances where the municipality is unable to provide information in hard copy or verbally NDDS will issue a draft report noting the outstanding information. Client agrees NDDS will not be held liable for any delays beyond the reasonable control of NDDS. Contacting specific government agencies other than the municipality where the property is located will only be done at the request of the client and may result in additional costs.
4. Payment of NDDS’s invoices will be due within thirty (30) days of the invoice date. If NDDS must engage counsel to collect any unpaid amounts, Client will reimburse NDDS for all reasonable attorney's fees, court costs, and collection costs.
5. NDDS owns any and all right, title and interest in and to all of the intellectual property of NDDS, including, but not limited to, all reports and other documents created, prepared, or furnished under this Agreement by NDDS for Client (collectively “Intellectual Property”). All Intellectual Property shall remain the sole property of NDDS and NDDS grants no rights to any other individual or entity in the Intellectual Property. Any reverse engineering, disassembling, reproducing, copying, duplicating, selling, reselling, reformatting, partitioning, bundling, repackaging, distribution or other modification of such Intellectual Property without written verification or adaption by NDDS for the specific purpose intended shall be at Client’s and any third party’s sole risk and without liability to NDDS. Client hereby releases NDDS with respect to, and shall indemnify, defend, and hold harmless NDDS from, all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom or allegedly suffered by third parties due to the unauthorized reliance on the Intellectual Property.
6. Client may at any time suspend further work by NDDS or terminate this Agreement. Client shall compensate NDDS for all services performed and commitments made prior to the effective date of the suspension or termination and shall reimburse NDDS for expenses incurred, including those of subcontractors, subconsultants, and vendors.

7. In no event shall NDDS be liable to Client for any incidental, indirect, special, collateral, punitive, exemplary, or consequential damages, including financial loss, loss of profits, loss of revenue, delay, disruption, loss of anticipated profits or revenue, loss of use of any structure, system, or equipment, or non-operation or increased cost of operation arising out of or related to services provided by NDDS, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute, or otherwise. To the fullest extent permitted by law, the total aggregate liability of NDDS, its officers, directors, and employees to Client and anyone claiming by, through, or under Client, including all authorized relying parties, as applicable, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to NDDS's services, from any cause or causes whatsoever, including negligence, errors, omissions, strict liability, or contract, shall be limited to NDDS's fees, as invoiced, or in the event of any claim not related to a service, then to the amount of Twenty-Five Thousand Dollars (\$25,000.00). This limitation of liability shall not apply in the event of a final finding by an arbitrator or a court of competent jurisdiction that such liability is the result of fraud or willful misconduct by or on behalf of NDDS.
8. The Quote and this Agreement (i) constitutes the final expression of the entire agreement of the parties regarding the services to be provided by NDDS; (ii) supersede all prior and contemporaneous agreements and understandings between the parties regarding the services to be provided by NDDSS; and (iii) may not be amended, modified, or waived except by a written agreement designated as an amendment and signed by the party against whom it is to be enforced.
9. Client may not assign any of its rights or delegate any of its obligations under the Quote or this Agreement, voluntarily or involuntarily, whether by merger, consolidation, conversion, dissolution, operation of law, or any other manner. Any attempted assignment in violation of this provision shall be void and a breach of contract. NDDS may assign its rights under this Agreement without the consent of or prior notice to Client.
10. If any provisions of this Agreement are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect, and be binding upon the parties. This Agreement shall survive the completion of NDDS's services, the delivery of the Intellectual Property, or the termination of services for any cause. In any action between the parties relating to NDDS's services or the Intellectual Property, the prevailing party shall be entitled to an award of its attorneys' fees and costs. This Agreement shall be governed, construed and interpreted by and in accordance with the laws of Florida, without reference to its principles of conflicts of laws. Any actions concerning enforcement of this Agreement or in any way relating to the subject matter of this Agreement shall be litigated exclusively in Orange County, Florida or the United States District Court for the Middle District of Florida, as applicable.
11. Should the completion of the services be delayed or prevented for causes beyond NDDS's control and without fault of or negligence of NDDS, including but not limited to weather conditions, Client's or property ownership's failure to provide necessary documentation or data, or force majeure; the time for performance of the services shall be extended for a period equal to the delay and the parties shall agree on the terms and conditions upon which the services may continue. As used herein, "force majeure" includes, but is not limited to, acts of God, acts or failures to act of federal, state or local government, war, epidemics, pandemics, riots, quarantine restrictions, civil insurrections, and severe weather.