

Standard Terms and Conditions

Last Revised: 08-01-2024

These Standard Terms and Conditions are incorporated into and made part of the Order Form (defined below) as if fully set forth therein. These Standard Terms and Conditions, together with the Order Form, form a binding agreement (the "Agreement") between customer executing the Order Form ("Client") and LightBox Parent, L.P. ("Provider"). The "Order Form" means the order and pricing form, purchase form or similar document for the Services (as defined below). The Order Form incorporates therein by reference these Standard Terms and Conditions. By executing the Order Form, Client agrees to these Standard Terms and Conditions.

1. PERFORMANCE OF SERVICES. Provider has been engaged to provide the reports and services set forth on the Order Form ("Services"), and Provider does not owe a fiduciary responsibility to Client. Provider represents and warrants that the 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 Provider has no obligation to, visit the site of the property or properties set forth on the Order Form where Services are ordered (the "Site") in the performance of Provider's obligations, and Client acknowledges and agrees that the delivery of the Services under the Agreement may not include a visit to the Site by Provider. WITH THE EXCEPTION OF THE EXPRESS REPRESENTATIONS SET FORTH ABOVE, PROVIDER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AND PROVIDER AND ITS SUBSIDIARIES, AFFILIATES (DEFINED BELOW) AND THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE AGREEMENT, THE SERVICES AND ANY INSTRUMENTS OF SERVICES (DEFINED BELOW), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE), EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES.
2. PAYMENT. The fees for the Services ("Fees") are calculated and set forth in the Order Form. Client may designate another payee for the Fees by including a different billing entity in the Order Form ("Designated Payee"); provided however, Client is ultimately responsible for payment should Designated Payee fail to pay the applicable Fees to Provider. Unless otherwise set forth on the Order Form, all Fees and other payments pursuant to the Agreement (i) are due from Client net thirty (30) from the date of invoice by Provider; (ii) shall be paid via ACH to the bank account set forth on the invoice; (iii) are non-refundable and (iv) shall be in U.S. Dollars. All Fees shall be paid in full without any right of set-off or deduction. Provider may accept any payment without prejudice to its rights to recover the balance due or to pursue any right or remedy. No endorsement or similar statement on any payment shall be construed as an accord or satisfaction. If Provider must engage counsel or any collection services to collect any unpaid amount, Client will reimburse Provider for all reasonable attorney's fees, court costs, and collection costs and fees. If any Fees or other amounts payable by Client under the Agreement are not paid when due, Provider reserves the right (i) to charge a finance charge on the overdue amounts at a rate of 1.5% per month (compounded monthly to the extent allowable by law), until paid, and /or (ii) to suspend Client's access to the Services. Client shall reimburse Provider for all reasonable costs and expenses incident to the collection of overdue amounts, including without limitation collection agency fees and reasonable attorneys' fees.
3. OWNERSHIP OF DOCUMENTS. All reports and other documents created, prepared, or furnished under the Agreement by Provider are its instruments of service ("Instruments of Services") and shall remain the sole property of Provider. Client may make and retain copies of Provider's Instruments of Services at the Site. Any reuse or modification of Provider's Instruments of Services without written verification or adaption by LightBox for the specific purpose intended shall be at Client's and any third party's sole risk and without liability to Provider. Client hereby releases Provider with respect to any reuse or modification, and shall indemnify, defend, and hold harmless Provider, its subsidiaries and Affiliates, and their respective officers, directors, employees, managers, partners, members, agents and representatives (collectively, "Provider Parties") from, all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Provider shall have no obligation to provide any such verification or adaptation of Provider's Instruments of Services, and Provider may require reasonable compensation prior to any such verification or adaptation.

4. SUSPENSION OF WORK AND TERMINATION. Client may at any time suspend further work by Provider or terminate the Agreement. Client shall compensate Provider for all Services performed and commitments made prior to the effective date of the suspension or termination and shall reimburse Provider for expenses incurred, including those of subcontractors, subconsultants, and vendors.
5. RELIANCE. Provider's Instruments of Services shall be prepared solely for Client and made available to Client only for the purpose stated in the Order Form. The unauthorized use of, or reliance upon, Provider's Instruments of Services by any other party, or for any other project or purpose, shall be at Client's sole risk and without any liability to Provider. Client hereby releases all Provider Parties with respect to, and shall indemnify, defend, and hold all Provider Parties harmless to the fullest extent permitted by law from, any claims, losses, or damages allegedly suffered by third parties due to the reliance on any Instruments of Services. The Agreement does not create any rights in parties other than Client.
6. WAIVER OF CONSEQUENTIAL DAMAGES. Provider shall not be liable to Client for 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, or any Instruments of Services, 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.
7. LIMITATION OF REMEDIES. To the fullest extent permitted by law, the total aggregate liability of the Provider Parties 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 the Services or any Instruments of Services, from any cause or causes whatsoever, including negligence, errors, omissions, strict liability, or contract, shall be limited to the amount of fees paid to Provider under the Agreement.
8. LEGAL ACTION. All legal actions by either party against the other for any cause or causes, including breach of the Agreement, negligence, misrepresentations, breach of warranty, or failure to perform in accordance with the Standard of Care, however denominated, shall be barred two years from the day of the initial delivery of the Services. Client shall compensate Provider for Services performed in response to any legal action, subpoena, or court order arising out of or related to the Services under the Agreement at Provider's standard fee schedule then in effect.
9. ASSIGNMENT. Client shall not be permitted to assign or delegate the Agreement or any of Client's rights or obligations under the Agreement. Provider may assign the Agreement or assign or delegate any of its rights, duties, or obligations under the Agreement to any Affiliate of Provider without notice to Client. In addition, Provider may assign the Agreement to any third party in the event of merger, reorganization, sale of all or substantially all of Provider's assets, change of control or operation of law. The Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns. For purposes of the Agreement, "Affiliate" shall mean an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).
10. SURVIVAL. These Terms and Conditions shall survive the completion of Services hereunder, the delivery of Instruments of Services, or the termination of Services or the Agreement for any cause.
11. ATTORNEYS' FEES. In any action between the parties relating to the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs.
12. GOVERNING LAW AND JURISDICTION. The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule. Client agrees that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to the Agreement shall be the federal and state courts located in the Oklahoma City, Oklahoma. Client submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts.

13. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO DEMAND THAT ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, THE SERVICES, THE INSTRUMENTS OF SERVICES, OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY RIGHT TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW, OR ANY APPLICABLE STATUTE OR REGULATION. THE PARTIES ACKNOWLEDGE THAT THEY ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO DEMAND TRIAL BY JURY.
14. HEADINGS NOT CONTROLLING. Headings used in these Standards Terms and Conditions are for convenience only and shall not be considered in construing or interpreting these Standards Terms and Conditions.
15. SEVERABILITY. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement to the extent necessary to comply with law.
16. FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of the Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of such party. Such events, occurrences, or causes will include, acts of God, epidemic, pandemic, government order, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.
17. INDEPENDENT CONTRACTOR. The relationship between Client and Provider is solely contractual and not in the nature of an employer/employee, partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.
18. ENTIRE AGREEMENT. The Agreement constitutes the sole and entire agreement between Client and Provider regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter herein. The United Nations Convention for the International Sale of Goods is expressly excluded. No purchase order or similar document issued by Client shall be binding on Provider.
19. AMENDMENTS AND WAIVER. The Agreement may not be altered, amended or modified except by a written amendment signed by Provider and Client. No waiver of any condition, term or provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such condition, term or provision or of any condition, term or provision hereof.
20. PUBLICITY. Neither party may use the other party's name, logo or marks without such other party's written preapproval; provided that Provider and its Affiliates may use Client's name, logo and/or marks on Provider's or its Affiliates' customer lists, websites, and other marketing materials.
21. ADVISE OF LEGAL COUNSEL. Each party acknowledges and represents that, in executing the Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all the terms and provisions of the Agreement. The Agreement shall not be construed against any party by reason of the drafting or preparation thereof.
22. NOTICES. All notices, requests, demands, claims and other communications under the Agreement shall be in writing. Any notice, request, demand, claim or other communication under the Agreement shall be deemed duly delivered four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after it is sent for next business day delivery via a reputable international courier service, in each case to the intended recipient as follows: (i) if to Provider, to 5201 California Avenue, Suite 200, Irvine, CA 92617: Attention: Contracts (ii) if to Client, to the address set forth on the Order Form. A party may change the address to which notices, requests, demands, claims and other communications under the Agreement are to be delivered by giving the other party notice in the manner set forth herein.
23. ORDER OF PRECEDENCE. If there is a conflict or inconsistency between the terms of **Standard Terms and Conditions** and the Order Form, the order of precedence shall be as follows: (a) these **Standard Terms and Conditions** and then (b) the Order Form. Notwithstanding the foregoing, a term of the Order Form may control and take precedence over **these Standard Terms and Conditions** if a term of the Order Form specifically provides that it will control and take precedence and recites the specific Section of these **Standard Terms and Conditions**

being modified or superseded, in which case such term shall control and take precedence with respect to such Order Form only.

[END OF STANDARD TERMS AND CONDITIONS]