

Thank you for selecting the Services offered by Facilities Survey, Inc. (referred to as "FSI", "FSI Services", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and Facilities Survey, Inc.. By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

A. GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the FSI online services provided to you on this website, including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- FSI's Privacy Statement provided to you in the Services available on the website or provided to you otherwise.
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, data processing agreements, etc.

You must be at least 18 years of age to use our Services. By accessing or using our Services you agree that:

- You can form a binding contract with FSI;
- You are not a person who is prohibited from receiving the Services under the laws of the United States, or any other applicable jurisdiction; and
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations, including applicable trade regulations.

2. YOUR RIGHTS TO USE THE SERVICES

2.1. The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by FSI. FSI reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations, data limits, and otherwise comply with this Agreement, FSI grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2. You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any competitor of FSI.
- Reproduce, modify, copy, sell, trade, lease, rent, or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

3. USE WITH YOUR MOBILE DEVICE

Mobile access to the Services requires an active subscription, internet access, and may not be available for all mobile devices or telecommunication providers. You will need to check the Services website to ensure your mobile device and telecommunications provider is compatible with the Services. FSI is not obligated to provide a compatible version of the Services for all mobile devices or telecommunication providers, which are subject to change by FSI at any time with reasonable notice to you. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

FSI MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- i. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- ii. ANY LOSS, DAMAGE, OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- iii. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

4. YOUR PERSONAL INFORMATION. You can view FSI's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable FSI Privacy Statement, and any changes published by FSI. You agree that FSI may use and maintain your data according to the FSI Privacy Statement, as part of the Services. You give FSI permission to combine identifiable and non-identifiable information you enter or upload to the Services with that of other users of the Services and/or other FSI services. For example, this means that FSI may use your and other users' non-identifiable, aggregated data to improve the Services.

4.1. California Consumer Privacy Act. For the purposes of the California Consumer Privacy Act ("CCPA"), FSI shall be considered a Business and/or Third Party, as applicable. Where FSI acts as a Third Party, you represent, warrant and covenant that all Personal Information provided or otherwise made available to FSI is done so in compliance with applicable law, and that it has provided all necessary and appropriate notices and opt-outs, and otherwise has all necessary and appropriate rights, to enable FSI to (i) share any and all Personal Information you provided with FSI and (ii) use any such Personal Information in connection with FSI's internal operations and functions, including, but not limited to, improving FSI's products and/or services, operational analytics and reporting. Capitalized terms in this paragraph have the meanings given those terms under the CCPA.

5. CONTENT AND USE OF THE SERVICES

5.1. Responsibility for Content and Use of the Services

- a. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored, or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including you)

provide through your use of the Services. By making your Content available through your use of the Services, you grant FSI a worldwide, royalty-free, non-exclusive license to host your Content. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. FSI is not responsible for any of your Content or data that you submit through the Services.

5.2. Restricted Use of the Services.

5.2.1. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following, including but not limited to:

- a. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual to the public;
- c. Except as permitted by FSI in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, Trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or Content that you do not own or have the right to use which is not legally yours and without permission from the copyright owner or intellectual property rights owners thereof.

5.2.2. You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of FSI or could subject FSI to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in FSI's opinion, is prohibited under this Agreement; (v) any other activity that places FSI in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an FSI system or network or to breach FSI's security or authentication measures, whether by passive or intrusive techniques. FSI reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

You shall have no right, title or interest in and to the Service or Software, which rights of ownership will always be held by FSI.

5.3. Community forums. The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. FSI does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which FSI is not responsible.

5.4. FSI may freely use feedback you provide. You agree that FSI may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant FSI a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to FSI in any way.

5.5. FSI may monitor your Content. FSI may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect FSI or its customers, or operate the Services properly. FSI, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

6. ADDITIONAL TERMS

6.1. FSI does not give professional advice. Unless specifically included with the Services, FSI is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

6.2. We may tell you about other FSI services. You may be offered other services, products, or promotions by FSI ("Other Services"). Additional terms and conditions and fees may apply. With some Other Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant FSI permission to use information about your business and experience to help us to provide the Other Services to you and to enhance the Services. You grant FSI permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant FSI permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

6.3. Communications. FSI may be required by law to send Communications to you that may pertain to the Services or third party products and the use of information you may submit to us. Additionally, certain third party services you choose may require Communications with third parties who administer these programs. You agree that we and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites, such as <http://www.FSIServices.com>. You consent to receive these Communications electronically. The term "Communications" means any notice, record, agreement, or other type

of information that is made available to you or received from you in connection with the Services or third party services. We may also send Communications to you using the means listed below.

1. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Services.
2. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports 128-bit encryption, PDF reader, and an email address. As applicable, you are confirming to us that you have the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider.
3. If you later decide that you do not want to receive future Communications electronically, please notify us at 412-56-4070. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Services.
4. You agree to notify us promptly of any change in your email address. By providing us your telephone number (including a wireless/cellular telephone), you consent to receiving calls from FSI at that number.

6.4. You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact FSI if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

7. DISCLAIMER OF WARRANTIES

7.1. YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. FSI DOES NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

7.2. FSI DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

8. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING ELSE IN

THESE TERMS OR THE SERVICES AGREEMENT(S) TO THE CONTRARY. THE ENTIRE LIABILITY OF FSI FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, FSI IS NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET INTUIT SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF INTUIT AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF FSI AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold FSI harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). FSI reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Intuit in the defense of any Claims.

9. CHANGES. We reserve the right to modify this Agreement, in our sole discretion, at any time. Such modifications may be posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

10. TERMINATION. FSI may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable FSI policy, or if you no longer agree to receive electronic communications, or if your use of the Services conflicts with FSI's interests or those of another user of the Services. Upon termination, you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect FSI's rights to any payments due to it. FSI may terminate a free account at any time. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

11. EXPORT AND TRADE RESTRICTIONS. You acknowledge that the Services, its related website, online services, and other FSI Services, including the mobile application, delivered by FSI are subject to restrictions under applicable U.S. export control laws, including US trade embargoes and sanctions and security requirements, and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

12. GOVERNING LAW. Pennsylvania state law governs this Agreement without regard to its conflict of laws provisions.

13. DISPUTES. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Pennsylvania law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND FSI ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Facilities Survey Inc., 400 Penn Center Boulevard, Suite 552, Pittsburgh, PA, 15235. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

14. GENERAL. This Agreement, including the Additional Terms below and all services agreements, attachments, exhibits, and scheduled annexed thereto, is the entire agreement between you and FSI regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. Any license of FSI software or purchase of FSI services and support are made pursuant solely to the terms and conditions of this Agreement. Notwithstanding the content of any purchase order, sales order, sales confirmation, or any other printed or pre-printed document relating to the subject matter herein, the terms and conditions contained in this Agreement shall take precedence over any contract or other document between you and FSI, and shall be incorporated by reference into any subsequent purchase order, sales order, or contract, and any conflicting, inconsistent, or additional terms and conditions contained therein shall be null and void. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You may not assign or transfer ownership of this Agreement to anyone without written approval of FSI. However, FSI may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by FSI or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact FSI via an email to: ar@facsur.com.