AI CLEARING'S TERMS OF SERVICE

1. Applicability

1.1. These terms and conditions for services (these "**Terms**"), together with applicable Service Agreement, accompanying Statement of Work, supplements, exhibits, schedules, appendices or other attachments referenced or incorporated by reference are the only terms that govern the provision of services by AI Clearing Inc. or any of its subsidiaries ("**AI Clearing**") to you (you, in such capacity, "**Client**"), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. AI Clearing may amend these Terms in accordance with Section 18.11.

1.2. These Terms prevail over any of Client's terms and conditions or forms regardless whether or when Client has submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

1.3. In the event of any conflict between these Terms, the Service Agreement and a Statement of Work, (i) Service Agreement shall prevail over Terms; (ii) Terms shall prevail over a Statement of Work.

2. Services

2.1. AI Clearing may provide the following Services ("**Services**"):

2.1.1. access to AI Clearing platform ("**Platform**") to Client Users or Third-Party Users ("**Access to Platform**");

2.1.2. access to optional Platform features ("**Platform Add-Ons**");

2.1.3. implementation, consulting, and other professional services that AI Clearing may perform ("**Professional Services**").

2.1.4. AI Clearing shall provide Client with the Services indicated in the Statement of Work in consideration for the applicable Fees.

3. Access to Platform

3.1. AI Clearing shall provide access to the number of Client Users indicated in Statement of Work. AI Clearing may provide access to Third-Party Users if Client purchases third-party access ("**Third-Party Access**") as an additional service.

3.2. AI Clearing shall provide Client with login credentials to access the Platform. Client may grant Client Users access to the Services only for Client's internal business purposes. Client shall ensure that each Client User has its own login credentials. Client and Client Users shall not share login credentials, in particular, the Client agrees not to provide login credentials to any third party (including investors, developers, subcontractors). AI Clearing will charge additional Platform Fee for each third party for which Third-Party Access was provided and not purchased. Client shall notify AI Clearing if (1) any Client User is no longer authorized to use the Services so that AI Clearing can cancel their credentials, and (2) any Client User believes their credentials may have been compromised. Client assumes full responsibility for the use of its login credentials, its Client Users' compliance with these Terms, and for all data submitted to the Platform.

3.3. If Client purchased Third-Party Access, Client may grant Third-Party

Users access to the Services only for Client's internal business purposes. Client shall ensure that each Third-Party User has its own login credentials. Client and Third-Party Users shall not share login credentials, in particular, the Client agrees not to provide login credentials to any third party except for such third parties for whom Third-Party Access was purchased. AI Clearing will charge additional Platform Fee for each third party for which Third-Party Access was provided and not purchased. Client shall notify AI Clearing if (1) any Third-Party User is no longer authorized to use the Services so that AI Clearing can cancel their credentials, and (2) any Third-Party User believes their credentials may have been compromised. Client assumes full responsibility for the use of its login credentials, its Third-Party Users' compliance with these Terms, and for all data submitted to the Platform. Third-Party Users shall accept these Terms before accessing the Services.

3.4. AI Clearing may provide single sign-on ("**SSO**") access to Client Users and Third-Party Users. "SSO" means an authentication scheme that allows a user to log in to the Platform using a centralized session and user authentication service provided by the Client.

3.5. Client acknowledges and agrees that all use of the Platform by Users will be governed by and will be in accordance with the Platform's end user license agreement, which may change from time to time. AI Clearing may require each User to consent to the terms of such end user license agreement and that AI Clearing may prevent or restrict access to and use of the Platform by any individual that does not agree to such terms.

4. Access to Platform Add-Ons

4.1. AI Clearing shall provide Platform Add-Ons if purchased by the Client and included in the Statement of Work. Platform Add-Ons may change from time to time, and may include the following: construction progress monitoring, adherence to design monitoring, budget spent tracking, payment gateway usage.

5. Projects

5.1. If the Client purchased Services for multiple Projects, the Client shall cooperate in good faith with AI Clearing to track and identify Projects. "**Project**" means a construction project with clearly defined start and end times, defined tasks and geographical scope, and a budget. Extensions or substantial modifications of a Project will be treated as a new Project.

6. Professional Services

6.1. AI Clearing shall provide Professional Services if purchased by the Client and included in the Statement of Work. Professional Services may include, but are not limited to: implementation, consulting, onboarding, change management assistance. AI Clearing may use subcontractors and external consultants to perform Professional Services.

7. Client's Obligations

7.1. Client shall:

7.1.1. provide data, materials or information as AI Clearing may reasonably request to carry out the Services in a timely manner, and ensure that such Client data, materials or information are complete and accurate in all material respects;

7.1.2. cooperate with AI Clearing in all matters relating to the Services and provide such access to the construction site where Client operates, Client premises and other facilities as may reasonably be requested by AI Clearing for the purposes of performing the Services;

7.1.3. designate one or more individuals on the Client's side, including, but not limited to, contact person(s), project manager(s) and director of project, who will be responsible for the overall coordination of Services, including day-to-day operations and management, and contacts with AI Clearing;

7.1.4. respond promptly to any AI Clearing request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for AI Clearing to perform Services in accordance with the requirements of these Terms;

7.1.5. provide any Client deliverables indicated in the Statement of Work or Service Agreement;

7.1.6. obtain and maintain all necessary licenses and consents, and comply with all applicable laws in relation to the Services before the date on which the Services are to start; and

7.1.7. inform AI Clearing about a security breach that impacts Platform access.

7.2. Drone Operation

7.2.1. The Client shall be responsible for the facilitation of drones and drone operators.

7.2.2. AI Clearing may contract with drone operators on behalf of the Client, if this is expressly stated in the Statement of Work. AI Clearing does not assume any liability for drone operators contracted on behalf of the Client.

7.3. Data Processing

7.3.1. The Client shall be responsible for the processing of aerial photogrammetry (in particular orthomosaics and digital terrain or surface models).

7.3.2. AI Clearing may be responsible for the processing of aerial photogrammetry, if this is expressly stated in the Statement of Work.

7.4. Client shall provide AI Clearing with: (i) construction design data; (ii) aerial photogrammetry; (iii) other project data ("**Input Data**") of such scope, quality and parameters as indicated in the Statement of Work. Aerial photogrammetry should be processed and have quality indicated in the Statement of Work. If AI Clearing assumes in the Statement of Work the processing of aerial photogrammetry, Client shall deliver raw drone data of such scope, quality and parameters as indicated in the Statement of Work. AI Clearing may reject data if such data does not have sufficient quality to perform the Services.

7.5. If the Client modifies or updates Input Data ("**Modified Input Data**"): (i) AI Clearing will provide Services based on Modified Input Data after such modification or update is notified to AI Clearing; (ii) AI Clearing will not modify or update any Services provided to the Client before Modified Input Data were notified to AI Clearing.

7.6. The Client acknowledges and agrees that any modifications or updates of Input Data: (i) may change of performance dates; (ii) may cause a loss of previously provided Input

Data; (iii) may cause inaccuracies in the Services output.

7.7. The Client acknowledges and agrees that if the Client submits Input Data that is not compliant with AI Clearing's requirements, AI Clearing may suspend or terminate the provision of Services under Section 11 of the Terms.

7.8. If performance of Services is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, AI Clearing shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Performance Dates

8.1. AI Clearing shall use reasonable efforts to meet any performance dates specified in the Statement of Work, and any such dates shall be estimates only.

9. Change Orders

9.1. If the Client wishes to change the scope or performance of the Services (ex. add new Services, new Projects/sites, new schedule of works, change GSD, add new dashboard), Client shall submit details of the requested change to AI Clearing ("**Change Order**"). Change Order is binding if signed in writing by Client and AI Clearing. Any Change Order shall be governed by these Terms and will be a subject to additional Fees.

10. Fees

10.1. AI Clearing charges the following Fees ("**Fees**"):

10.1.1. "**Platform Fee**" for access to Platform by authorized Client Users during the Term;

10.1.2. "**Third-Party Access Fee**" for access to Platform authorized Third-Party Users during the Term;

10.1.3. "**Platform Add-Ons Fee**" for access to optional Platform features during the Term;

10.1.4. "**Professional Services Fee**" for the provision of Professional Services;

10.2. Any other fees or charges indicated in the Statement of Work.

10.3. Fees shall be payable within 14 days of receipt by the Client of an invoice from AI Clearing. AI Clearing will issue electronic invoices.

10.4. Client shall reimburse AI Clearing for all reasonable expenses incurred in accordance with the Statement of Work, within 14 days of receipt by the Client of an invoice from AI Clearing accompanied by receipts and reasonable supporting documentation.

10.5. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.

10.6. All late payments shall bear interest at the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under these Terms or at law (which AI Clearing does not waive by the exercise of any rights hereunder), AI Clearing shall be entitled to suspend the provision of any Services if the Client fails to pay any fees when due hereunder.

11. Term, Termination and Suspension

11.1. Unless otherwise indicated in the Statement of Work, access to

Platform and Platform Add-Ons is provided for an initial term of 60 days ("**Term**") and shall automatically renew for successive 60-days periods, unless either Party provides the other Party with written notice of non-renewal at least 30 days prior to the end of the then-current term.

11.2. Notwithstanding the foregoing, Terms shall not terminate with respect to a particular Statement of Work while such Statement of Work is in effect.

11.3. Termination for Cause

11.3.1. Either Party may terminate the provision of Services if the other Party has committed a material breach and the breach is not remedied within thirty (30) days of the Party in breach being requested to do so by the other Party in writing.

11.3.2. Either Party may immediately terminate the provision of Services if the other Party is dissolved or liquidated, becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for the benefit of creditors.

11.3.3. AI Clearing may terminate the provision of Services with immediate effect upon written notice to Client, if Client fails to pay any amount when due under these Terms.

11.4. No Limitation on Remedies. A Party's exercise of its termination rights for reason of material breach hereunder shall in no way restrict or diminish such Party's rights to other remedies available in connection with the material breach.

11.5. Effect of Termination

11.5.1. Termination of the provision of Services shall not affect either Party's accrued rights or obligations as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after the provision of Services has ended.

11.5.2. Client shall pay for the Services or any portion thereof performed by AI Clearing by the termination date.

11.6. Suspension

11.6.1. AI Clearing shall be entitled to suspend the provision of any Services if the Client fails to: (i) deliver Input Data; (ii) pay any Fees when due hereunder.

12. Data Storage and Processing

12.1. The Client agrees that the Client Data is hosted in cloud. Client Data may be processed in EU or outside of EU. Client Data may be processed by AI Clearing or its subcontractors.

12.2. AI Clearing is not obliged to store Client Data after the termination of Services. AI Clearing may store Client Data after the termination of Services upon a payment of an additional fee.

13. Intellectual Property

13.1. AI Clearing retains all rights, title, and interest in the Services and Platform, including any Intellectual Property Rights contained therein and any derivatives thereof.

13.2. Subject to Client's compliance with the Terms, AI Clearing hereby grants to Client, during the Term, a limited, non-exclusive, non-transferable, non-sublicensable license: (i) for Client and authorized Users to access and use the Platform, (ii) for Client to use Professional Services Deliverables; in each case solely for Client's internal

business purposes and not for the benefit of any other person or entity.

13.3. Client shall not itself or through any other person: (1) copy, modify, adapt, translate, reverse engineer, decompile, disassemble, publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use in any way, any portion of the Services or Platform, other than as permitted by AI Clearing in writing; (2) transmit or otherwise make available in connection with these Services any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware or software, or any other actually or potentially harmful, disruptive, or invasive code or component; (3) access the Services for the purpose of performance testing or benchmark studies; (4) interfere with or disrupt the integrity or performance of any Service, or (5) sell, license, or exploit for any commercial purposes any use of or access to the Services.

13.4. Nothing in these Terms or in the Parties' dealings arising out of or related to these Terms will restrict AI Clearing's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback. AI Clearing has no obligation to compensate or credit Client or the individual providing such Feedback.

13.5. Client acknowledges that AI Clearing may use aggregated and anonymized Client Data for AI Clearing's internal business purposes, such as research, development and improvement of the Services.

14. Confidential Information

14.1. All non-public, confidential or proprietary information of the Parties, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by the Parties to one another, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services is confidential, and shall not be disclosed by the receiving Party without the prior written consent of the disclosing Party. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; or (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party.

15. Representations and Warranties

15.1. Each Party represents and warrants that: (i) it has the full corporate right, power and authority to enter into the Services Agreement and any Statement of Work, and to perform the acts required of it thereunder; (ii) the execution of the Services Agreement and any Statement of Work and performance of its obligations thereunder do not and shall not violate any other agreement to which it is a party; and (iii) the individual executing the Services Agreement and any Statement of Work on behalf of a Party has authority to bind such Party to these Terms and the performance hereof.

15.2. AI Clearing makes no representations or warranties, expressed or implied, with respect to the Services. Without limitation, AI Clearing makes no representation that use of the Services will result in any improvement in the

business of the Client. For greater certainty, no representation made on the website or other advertising or support materials or correspondence shall be construed as a representation under these Terms.

16. LIMITATION OF LIABILITY

16.1. IN NO EVENT SHALL AI CLEARING BE LIABLE TO THE CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AI CLEARING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16.2. IN NO EVENT SHALL AI CLEARING'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO AI CLEARING PURSUANT TO THE APPLICABLE STATEMENT OF WORK DURING 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO A CLAIM.

16.3. IN NO EVENT SHALL AI CLEARING BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY:

16.3.1. AN ACT OR OMISSION OF THE CLIENT, ITS AFFILIATES, DRONE OPERATORS, OR ANY THIRD PARTY OR THIRD-PARTY SERVICE PROVIDER;

16.3.2. DELAYS, DISRUPTIONS, OR BUGS IN THE SERVICES OR SOFTWARE;

16.3.3. AI CLEARING'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR COMPANY DIMINISHED ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR AI CLEARING'S POLICIES OR SERVICES; OR

16.3.4. DATA STORAGE, DATA CENTER OR SIMILAR SUPPLIER SUSPENDING OR CEASING TO PROVIDE SERVICES.

17. Provision of Services to Affiliates

17.1. Statements of Work may be executed between AI Clearing and Client's Affiliate. The Client hereby indemnifies AI Clearing on demand against and holds AI Clearing harmless in respect of: (i) any fees due from such affiliate; (ii) any losses it suffers or incurs or becomes liable for (including any expenses) in connection with any non-performance or delay in performance by an Affiliate of any of such

Affiliate's obligations under any Statement of Work.

18. Miscellaneous

18.1. Consideration. The Parties acknowledge that the mutually beneficial covenants set forth in the Services Agreement and any Statement of Work constitute good and valuable consideration, the receipt of and adequacy of which is hereby acknowledged by the Parties.

18.2. Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

18.3. Waiver. No waiver by AI Clearing of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by AI Clearing. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18.4. No Reliance. Client acknowledges that Services are a general management tool, and are neither an advice, nor a recommendation. The Client shall make its own independent business decisions to enter into a business transaction or engage in other conduct, or whether such transaction or other conduct is appropriate or proper. No communication (written or oral) received from AI Clearing shall be deemed to be an assurance or guarantee as to the expected results of any business in which Client is engaged. The Client hereby indemnifies AI Clearing on demand against and holds AI Clearing harmless in respect of any claims related to the decisions made using Services, whether by the Client or third parties.

18.5. No Reliance of Third-Party Users. Third-Party Users acknowledge that Services are a general management tool, and are neither an advice, nor a recommendation. Third-Party Users shall make their own independent business decisions to enter into a business transaction or engage in other conduct, or whether such transaction or other conduct is appropriate or proper. No communication (written or oral) received from AI Clearing shall be deemed to be an assurance or guarantee as to the expected results of any business in which Third-Party User is engaged. Third-Party User hereby indemnifies AI Clearing on demand against and holds AI Clearing harmless in respect of any claims related to the decisions made using Services, whether by the Third-Party User or third parties.

18.6. Mediation. The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18.7. Governing Law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State

of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

18.8. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Delaware and County of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

18.9. Severability. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

18.10. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of Services including, but not limited to, the following provisions: Fees, Intellectual Property, Confidentiality, Governing Law, Submission to Jurisdiction, and Survival.

18.11. Amendment and Modification. AI Clearing may amend these Terms at any time by posting a revised version on the AI Clearing website. The revised version will be effective at the time AI Clearing posts it.

19. Definitions:

19.1. "**Affiliate**" means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a party.

19.2. "**Client Data**" means any data collected for the purposes of providing Services.

19.3. "**Client Users**" means Client's employees;

19.4. "**Feedback**" means any suggestion or idea for improving or otherwise modifying AI Clearing's products or services;

19.5. "**GSD**" means Ground Sample Distance;

19.6. "**Intellectual Property Rights**" means all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights;

19.7. "**Platform**" means AI Clearing platform available to the Client through the website clearing.ai or other website then in use;

19.8. "**Professional Services Deliverables**" means such documents and work products that are delivered to Client as Professional Services deliverable indicated in the applicable Statement of Work;

19.9. "**Third-Party Users**" means investors, developers, subcontractors and consultants, and any other user who is not an employee of the Client;

19.10. "**Users**" means Client Users and Third-Party Users;

19.11. "**writing**", "**in writing**", "**written**" or similar expression means signed in writing or by electronic signatures,

including facsimile or email electronic signatures.