Leviathan Built Subscription Agreement

Acceptance

This Subscription Agreement (this "Agreement") is a binding contract between Pax Ventures LLC, a Missouri limited liability company doing business as Leviathan Built, with a principal place of business at 110 W 1st Street, Kearney, MO 64060 ("Provider," "Leviathan Built," "we," "us," or "our"), and the company or other legal entity for which a Leviathan Built workspace is created ("Client," "you," or "your"). Provider and Client are each a "Party" and together the "Parties."

Client accepts this Agreement through the individual acting for it, by checking the box to agree to it and continuing when the workspace is created, or, for a workspace Provider creates on Client's behalf, when the individual first sets a password and accepts. Creating an account, providing payment information, or accessing or using the Services is also acceptance, and Client is bound from the first of these acts (the "Effective Date"). The individual who accepts represents that they are at least eighteen (18) years old, legally capable of entering a binding contract, and authorized to bind Client. If you do not have that authority, or Client does not agree, do not accept and do not use the Services.

Individuals later invited to Client's workspace accept this Agreement as Authorized Users. They agree to use the Services in line with it, and Sections 10, 11, and 12 apply to any claim they bring, but they do not become a Party and take on none of Client's payment or indemnity obligations.

The Services are offered for business use only, not for personal, family, or household purposes.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, A CLASS ACTION AND JURY TRIAL WAIVER, AND A ONE-YEAR DEADLINE FOR CLAIMS (SECTION 12).

1. Structure of the Agreement

1.1 Documents

This Agreement consists of these numbered terms, including the Plan in Section 5.1. There are no exhibits or order forms.

1.2 Order of Precedence

The price and free-trial period shown to Client at signup are part of the Plan. If they conflict with these numbered terms, they control as to price and free-trial period, subject to Section 5.8, and these numbered terms control in all other respects.

1.3 Changes to this Agreement

Provider may update this Agreement at any time by posting the updated version in the Services and notifying Client, by email to Client's account owner or by notice in the Services. An update takes effect when it is posted, unless it states a later date. Provider may ask Client and its Authorized Users to accept an update in the Services before continuing to use them, and continued use of the Services after an update takes effect is acceptance of it. If Client does not agree to an update, Client's remedy is to stop using the Services and cancel under Section 8.2. Changes to the Subscription Fee are made under Section 5.8, not this Section. No update to Section 12 applies to a dispute that

arose before the update was posted.

1.4 Amendment

Except for updates under Section 1.3, this Agreement may be amended only by a written instrument signed by an authorized representative of each Party. No email, support conversation, sales statement, or course of dealing amends this Agreement.

1.5 Definitions

Capitalized terms not defined where used have the meanings below or as defined elsewhere in this Agreement. "Including" means "including without limitation." "Days" means calendar days unless stated otherwise.

- "Aggregated Data" means information derived from Client Data or Usage Data — including statistical, reference, and relational information such as suppliers, materials, assemblies, cost structures, and pricing relationships — that has been de-identified such that it does not identify and cannot reasonably be used to identify Client or any Authorized User, or to attribute any data point to Client.
- "Authorized User" means an individual — an employee, or a contractor bound to confidentiality obligations at least as protective as Section 9 — whom Client permits to access the Services under Client's account.
- "Billing Period" means each one-month period for which the Subscription Fee is charged, beginning when any Free Trial ends.
- "Client Data" means all data and content Client or any Authorized User uploads to, generates within, or transmits through the Services, including drawings, take-offs, quantities, estimates, bid amounts, unit pricing, labor rates, markups, cost codes, project records, accounting entries, invoices, photographs, time records, documents, and communications.
- "Client Configurations" means the scopes, assemblies, templates, formulas, cost codes, take-off routines, report formats, and other configurations Client authors within the Services. Client Configurations are a subset of Client Data.
- "Subscription Fee" means the recurring monthly fee for Client's Plan.
- "Output" means any suggestion, result, calculation, take-off, measurement, quantity, estimate, bid amount, schedule, draft change order, RFI, submittal log, invoice line, pay application calculation, accounting entry, budget projection, extraction, overlay, match, OCR result, summary, formula evaluation, or recommendation produced by or through the Services, however generated. "AI Output" means the subset of Outputs produced by or through artificial intelligence, machine learning, OCR, or statistical models.
- "Services" or "Platform" means the Leviathan Built hosted, multi-tenant software-as-a-service platform and all related software, features, documentation, and support.
- "Trained Models" means machine-learning models, model weights, embeddings, heuristics, formulas, and other statistical artifacts developed or improved by Provider, including any developed or improved using Client Data, Usage Data, or Aggregated Data.
- "Usage Data" means data about how Client and its Authorized Users interact with the Services — features used, sequences and timings of actions, corrections made, suggestions accepted or rejected, performance and error events, and similar telemetry — as distinct from the substantive content of Client Data.

2. The Services

2.1 Service Description

Provider provides a hosted, multi-tenant software-as-a-service platform for construction businesses. The Services include cloud hosting, access via web and mobile clients, data storage, PDF take-off and estimating tools, project management (RFIs, change orders, submittals, daily logs, scheduling), time tracking with photo and location verification, purchase order management, document management, CRM and bid pipeline, and accounting features including general ledger, accounts payable with AI-assisted invoice import, accounts receivable, job costing, budgets, retainage, and pay applications in AIA G702/G703-style formats. Pay application outputs resembling AIA documents are Provider-generated approximations, not official AIA forms, and Provider has no relationship with the American Institute of Architects.

2.2 License Grant

Subject to Client's payment of fees and continuing compliance with this Agreement, Provider grants Client a limited, non-exclusive, non-transferable, non-sublicensable right during the Term to access and use the Services solely for Client's own internal business operations. No other rights are granted.

2.3 Authorized Users

Client may provision unlimited Authorized Users and will keep its account information accurate, complete, and current. Each Authorized User must have an individual login; credentials may not be shared. Client is responsible for all activity under its account, whether or not authorized, and for managing roles, permissions, and offboarding. Provider is not liable for any loss arising from Client's failure to safeguard credentials.

2.4 What the Services Are Not

The Services are a software tool only. Client acknowledges and agrees that the Services are not, and will not be construed as: (a) a substitute for the professional judgment, experience, qualifications, or licensure of construction professionals, estimators, project managers, engineers, architects, accountants, attorneys, or tax advisors; (b) engineering, architectural, design, structural, or estimating advice; (c) legal advice of any kind, including advice about mechanic's liens, lien notices, lien waivers, bond claims, contract drafting or enforcement, or regulatory compliance; (d) accounting, bookkeeping, audit, tax preparation, tax filing, or tax advisory services; (e) advice on prevailing wage, certified payroll, Davis-Bacon, Service Contract Act, OSHA, EEO, or immigration compliance; (f) a system of record for any purpose where a regulator, court, surety, lender, owner, general contractor, or other third party requires an authoritative source — Client remains responsible for its own books, records, and filings as required by law and by contract; or (g) a guarantee of any business outcome, including winning bids, achieving profitability, avoiding cost overruns, meeting deadlines, or collecting receivables.

2.5 Verification of Outputs

Client acknowledges that Outputs may be incomplete, inaccurate, non-deterministic, or unsuitable for Client's particular use, and that AI Outputs in particular are probabilistic and may be inaccurate, incomplete, or fabricated. Client is solely responsible for reviewing, verifying, and validating every Output before relying on it, and for maintaining human oversight. No Output may be used in any bid submission, contract, change order, pay application, invoice, tax filing, lien notice, or other binding or externally filed document without independent verification by a qualified person.

2.6 No Reliance on Future Functionality

Client's decision to enter this Agreement is based solely on the Services as they exist on the Effective Date. It is not contingent on any future functionality, roadmap item, feature request, timeline, or statement by Provider or any of its personnel. This Section 2.6 applies notwithstanding any roadmap Provider shares with Client and any feature Client requests or Provider discusses.

2.7 Changes to the Services

Provider may modify, add, deprecate, or remove features, and will give Client at least thirty (30) days' notice before removing a module Client actively uses.

2.8 Service Availability

Provider will use commercially reasonable efforts to make the Services available twenty-four hours a day, seven days a week, except during scheduled maintenance (for which Provider will use commercially reasonable efforts to give advance notice), unscheduled maintenance reasonably necessary for security, performance, or stability, outages affecting third-party infrastructure providers, and force majeure events.

This Agreement does not include a service level agreement. Provider does not commit to an uptime percentage and does not offer service credits, refunds, or other compensation for downtime, slow performance, or interruption, except as required by law.

The response times detailed below are targets, not guarantees; non-attainment of a target is not a breach and gives rise to no credit or refund.

- **Channels:** Email to hello@leviathanbuilt.com; in-product support
- **Hours:** 6:00 p.m. – 11:00 p.m. U.S. Central Time, Monday through Friday, excluding U.S. federal holidays
- **First response target:** One (1) business day

3. Data Migration and Configuration

3.1 Data Migration

Client is solely responsible for verifying the accuracy and completeness of all migrated data before relying on it. Provider does not warrant that migrated data is accurate, complete, or faithful to its source. Client will retain its source systems and records; migration is not a substitute for Client's own records or backups.

3.2 Client Configuration Approval

Client Configurations — including estimating formulas, unit costs, waste factors, labor rates, and take-off column definitions — drive the numbers the Platform produces. Whether Provider assists in authoring them or not, Client is solely responsible for reviewing and approving every Client Configuration and for the correctness of all Outputs derived from it. Provider's assistance in configuring the Platform is not estimating advice and does not shift responsibility for the resulting numbers to Provider.

4. Pre-Release Features and Feedback

4.1 Pre-Release Features

Provider may from time to time offer Client access to pre-release, beta, or early-access features, and will identify them as pre-release in the Services or in writing where practicable. Pre-release features may be incomplete, may change materially or be withdrawn, and may contain defects. Client is not obligated to use any pre-release feature. The warranties in this Agreement do not apply to pre-release features, and Provider's aggregate liability arising from any pre-release feature will not exceed one hundred U.S. dollars ($100). Client will not use any pre-release feature to produce a number, document, or filing on which Client intends to rely externally without independently verifying it outside the Services.

4.2 Feedback

Client grants Provider a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, modify, and incorporate into the Services and Provider's other offerings any suggestion, comment, idea, feature request, defect report, or other feedback Client or any Authorized User provides ("Feedback"), without restriction, attribution, or compensation. Feedback includes any observation, insight, workflow, or know-how Provider derives from Client's or any Authorized User's use of the Services, including how features are used, configured, or combined, and Provider may use it to improve, develop, and market the Services and Provider's other offerings. Provider is not obligated to implement any Feedback, and nothing in this Agreement obligates Client to provide any. Feedback that necessarily discloses Client Data does not enlarge Provider's rights in that Client Data beyond Section 7.

4.3 No Partnership, Exclusivity, or Resale

This Agreement creates no partnership, joint venture, agency, franchise, employment, or fiduciary relationship, and no equity, option, warrant, profit-sharing, revenue-sharing, commission, or ownership interest of any kind. Neither Party may bind the other or hold itself out as authorized to do so. This Agreement grants no exclusivity: Provider may serve any other client, including Client's direct competitors and Client's own general contractors, owners, and suppliers, subject only to Section 7 and Section 9. Client is not a reseller, referral partner, or distributor of the Services and may not market, resell, or sublicense them.

5. Fees and Payment

5.1 Plan and Fees

Client's subscription plan (the "Plan") is:

- **Subscription:** One flat subscription per company
- **Users:** Unlimited Authorized Users
- **Modules:** All modules Provider makes generally available on the Platform
- **Storage:** One terabyte (1 TB)
- **Support:** As stated in Section 2.8
- **Subscription Fee:** The monthly price shown at signup, billed monthly in advance; it can change on notice under Section 5.8
- **Free Trial:** The free-trial period shown at signup, if any
- **Term:** Month to month, with no minimum commitment (Section 8)

Client will pay the Subscription Fee, except during Complimentary Access (Section 5.10). Fees are stated in U.S. dollars and are exclusive of taxes (see Section 5.9).

5.2 Billing and Authorization

Subscription Fees are billed monthly in advance, at the start of each Billing Period. By providing payment information, Client authorizes Provider and Provider's payment processor to charge the payment method on file for all amounts due until this Agreement terminates. Client will keep a valid payment method on file. One-time fees are billed when incurred. Usage-based fees, if any, are billed in arrears.

5.3 No Per-User or Overage Fees

The Subscription Fee is a flat fee per company. Provider will not charge per-seat fees, setup fees, or storage overage fees for use within the Plan.

5.4 Late Payment and Declined Charges

If a charge is declined and Client does not supply a working payment method within fifteen (15) days of notice, Provider may suspend the Services under Section 8.5. Client will reimburse Provider's reasonable costs of collecting undisputed past-due amounts, including reasonable attorneys' fees.

5.5 Disputed Charges

Client must dispute a charge in writing within thirty (30) days of the charge date, stating the basis. Charges not disputed within that period are deemed accepted. Provider will not suspend the Services for non-payment of an amount Client has disputed in good faith and in accordance with this Section, provided Client pays all undisputed amounts when due and the Parties work in good faith to resolve the dispute.

5.6 Refunds

Except as stated in Sections 8.2, 8.3(d), and 13.4, or as required by law, fees are non-refundable, including on non-use, partial-month use, cancellation by Client, or termination by Provider for Client's breach.

5.7 Free Trial

Client's Plan may begin with a free trial of the length shown at signup (the "Free Trial"). No Subscription Fee is charged during the Free Trial. When the Free Trial ends, the first Billing Period begins and the Subscription Fee is charged unless Client has cancelled. If no payment method is on file when the Free Trial ends, Provider may suspend access until one is added. Provider may change or withdraw free-trial offers for new signups at any time; a change does not shorten a Free Trial already underway.

5.8 Price Changes

Provider may change the Subscription Fee on at least thirty (30) days' notice, by email to Client's account owner or by notice in the Services. The new fee applies from the first Billing Period that begins after the notice period ends. If Client does not agree, Client may cancel under Section 8.2 before then.

5.9 Taxes

All fees are exclusive of, and Client is responsible for, all sales, use, value-added, excise, withholding, and similar taxes (other than taxes on Provider's net income). If Provider is legally required to collect such taxes, the amount will be added to Client's invoice.

5.10 Complimentary Access

Provider may give Client access to the Services at no charge, including by creating a workspace for Client and inviting Client to use it ("Complimentary Access"). No Subscription Fee is charged during Complimentary Access, and no payment method is required. Complimentary Access continues until Provider gives Client thirty (30) days' written notice that it will end. Client may then choose to continue on a paid Plan; if Client does not, Provider may suspend access when the notice period ends. Complimentary Access is not a Free Trial, and every other term of this Agreement applies during it.

6. Client Responsibilities

6.1 General

Client is solely responsible for: (a) its Authorized Users' compliance with this Agreement; (b) the accuracy, completeness, quality, and legality of all Client Data; (c) verification of all Outputs before reliance, under Section 2.5; (d) all decisions, actions, and inactions taken in reliance on the Services; (e) safeguarding credentials and promptly reporting suspected unauthorized access to hello@leviathanbuilt.com; and (f) maintaining its own backup copies of Client Data. Client may export Client Data using the export functionality the Services make available; Provider is not responsible for loss arising from Client's failure to keep its own backups.

6.2 Personnel Data, Location, and Photographs

The Services include time tracking with photograph capture and location verification. Client is solely responsible for determining whether and how to use those features lawfully and for obtaining every notice, consent, authorization, and posting required of Client as an employer — including under state and local biometric privacy, facial recognition, employee monitoring, geolocation, wage-and-hour, and consumer privacy laws, and under any applicable collective bargaining agreement. Provider processes personnel data on Client's instruction and for the purposes of this Agreement. Provider does not advise on the lawfulness of any monitoring practice, and the availability of a feature in the Services is not advice that using it is lawful in Client's jurisdictions.

6.3 Rights in Uploaded Content

Client represents and warrants that it has the right to upload all Client Data to the Services and to grant the licenses in Section 7 with respect to it. Client acknowledges that drawings, specifications, bid sets, and project documents Client receives from owners, architects, engineers, and general contractors are frequently subject to confidentiality restrictions, license limitations, or copyright held by others. Client is solely responsible for confirming that uploading such material to the Services, and Provider's use of it as permitted by Section 7, is consistent with Client's obligations to those third parties. Client will not upload any third-party material to the Services if doing so would breach Client's obligations to that third party.

6.4 Acceptable Use

Client will not, and will not permit any Authorized User to: (a) use the Services or any Output to develop, train, evaluate, or improve any artificial intelligence or machine-learning model, or any competing or similar product or service; (b) reverse engineer, decompile, or disassemble the Services, or attempt to extract their source code, models, model weights, or training data, or to ascertain the underlying ideas, algorithms, formulas, or communications protocols of the Services, or modify, adapt, translate, or create derivative works of the Services; (c) scrape the Services, by automated means or otherwise; (d) circumvent any access, rate, or use restriction; (e)

introduce malicious code or attempt to disrupt the Services; (f) use the Services to violate any law or any third-party right; (g) resell, rent, lease, sublicense, time-share, or otherwise make the Services available to any third party, or use them on a service bureau basis; (h) remove or obscure any proprietary notice; or (i) use the Services in any application where their failure could cause death, personal injury, or severe physical, environmental, or property damage. Provider may monitor use of the Services to verify compliance with this Agreement and the limits of Client's Plan.

7. Client Data, Benchmarks, and Model Training

7.1 Client Owns Client Data

As between the Parties, Client owns all right, title, and interest in and to Client Data. Nothing in this Agreement transfers ownership of Client Data to Provider.

7.2 License to Operate the Services

Client grants Provider a non-exclusive, worldwide, royalty-free license to host, store, copy, transmit, display, process, and modify Client Data and Client Configurations, and to sublicense those rights to Provider's hosting providers and subprocessors, solely to provide, secure, support, troubleshoot, and administer the Services for Client. This license terminates when this Agreement terminates, subject only to the export period in Section 7.8 and to backup retention in the ordinary course.

7.3 License to Improve the Services and Train Models

Client grants Provider a non-exclusive, worldwide, royalty-free license to use, store, copy, transmit, display, process, and modify Client Data and Client Configurations, Usage Data, and Aggregated Data to operate, analyze, maintain, secure, and improve the Services, and to develop, train, validate, test, fine-tune, evaluate, and improve Trained Models and new features, and to sublicense those rights to Provider's hosting, infrastructure, and model-training vendors and subprocessors for those purposes.

7.4 What Provider Will Not Do

Provider will not knowingly disclose Client Data in a form that identifies Client to any other client or third party, except to subprocessors under Section 7.2 or 7.3, as Client directs or initiates, or as required by law, and will not use Client Data to compete with Client in the performance of construction work. Unauthorized access to Client Data by a third party is governed by Section 7.9, not this Section 7.4.

7.5 Aggregated Data and Trained Models

Trained Models and Aggregated Data, and all intellectual property in them, are and remain Provider's exclusive property. Provider may create, use, publish, and commercialize Aggregated Data, including by making benchmarks available to Client and other clients, provided that no benchmark discloses or permits a recipient to derive the values contributed by any single client. Client acquires no ownership interest in, and no right to any fee, royalty, or other compensation for, any Trained Model or Aggregated Data by contributing Client Data or Usage Data, and no right to any Trained Model, model weight, or Aggregated Data set except as made available through the Services. For clarity, Provider may incorporate Aggregated Data into any feature, library, dataset, or reference data made available to Provider's clients.

7.6 Survival of Derived Material

Client acknowledges that improvements, statistical learnings, Trained Models, and Aggregated Data, once created, are not technically severable into their constituent inputs and cannot be reversed, unlearned, or unwound. Accordingly: (a) Provider's license to Trained Models and Aggregated Data already created as of termination is perpetual and irrevocable, and survives termination of this Agreement; and (b) Provider's license to use Client Data itself — including to train any Trained Model created after termination — terminates on termination of this Agreement, and Provider will cease that use, subject to Section 7.8 and to copies retained on backup media until deleted in the ordinary course. The restrictions in Section 7.4 survive termination and continue to apply to any Client Data and any Trained Model in Provider's possession.

7.7 Provider Intellectual Property

Provider and its licensors own all right, title, and interest in and to the Services, including all software, source code, user interfaces, designs, documentation, know-how, methodologies, reference libraries, templates, Trained Models, and all intellectual property rights in them. Client Configurations are Client Data and belong to Client under Section 7.1, but Provider's underlying formula engine, scope framework, and reference data are Provider's property. Except for the limited right in Section 2.2, all rights in the Services are reserved by Provider and its licensors.

7.8 Export and Deletion

For ninety (90) days after termination or expiration of this Agreement, Client may request in writing a copy of its Client Data, and Provider will deliver it in a commercially reasonable format within a commercially reasonable time. After that period, Provider may delete Client Data, except where retention is required by law.

7.9 Security

Provider will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Client Data against unauthorized access, use, alteration, and disclosure, including encryption of Client Data in transit and at rest, tenant isolation between clients, role-based access controls, and access logging. Client acknowledges that no system is perfectly secure and that Provider does not guarantee that Client Data will not be accessed without authorization. Provider will notify Client without undue delay, and in any event within 4 business days, after confirming a security incident that has resulted in unauthorized access to or acquisition of Client Data, and will provide the information reasonably available to Provider about the nature of the incident, the Client Data involved, and Provider's remediation. Provider will reasonably cooperate with Client's investigation and with any notification Client is required by law to make.

8. Term and Termination

8.1 Term

This Agreement begins on the Effective Date and continues month to month, including any Free Trial, until it is cancelled or terminated under this Section 8 (the "Term"). There is no minimum commitment.

8.2 Cancellation

Either Party may end this Agreement at any time, for any reason. Client may cancel through any cancellation option in the Services or by email to hello@leviathanbuilt.com; cancellation takes effect at the end of the current Billing Period or Free Trial, and Client keeps access until then. Provider may end this Agreement on at least thirty (30) days'

written notice and will refund prepaid, unused fees pro rata. In either case Section 7.8 applies, and neither Party has any further obligation to the other except as stated in Section 8.6.

8.3 Provider's Right to Terminate

Except under Section 8.2, Provider may terminate this Agreement or suspend Client's access only: (a) for Client's material breach, under Section 8.4; (b) for non-payment, under Sections 5.4 and 8.5, or at the end of a Free Trial under Section 5.7; (c) immediately, where continuing would violate applicable law, expose Provider to sanctions liability, or where Client's use presents an imminent threat to the security or integrity of the Services or to other clients' data; or (d) on at least thirty (30) days' written notice, if Provider discontinues the Services as a whole or ceases operations, in which case Provider will refund prepaid, unused fees on a pro-rata basis.

8.4 Termination for Cause

Either Party may terminate this Agreement on written notice if the other Party materially breaches it and fails to cure within thirty (30) days after written notice describing the breach, except that the cure period is fifteen (15) days for Client's failure to pay undisputed amounts. Either Party may terminate immediately on written notice if the other becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver or trustee appointed, or if a bankruptcy proceeding is commenced by or against it and not dismissed within sixty (60) days.

8.5 Suspension

Provider may suspend Client's access to the Services for the reasons stated in Section 8.3(b) or 8.3(c). Except where immediate suspension is necessary under Section 8.3(c), Provider will give Client at least ten (10) days' written notice and an opportunity to cure before suspending. Suspension does not relieve Client of its payment obligations for the suspended period, and Provider will restore access promptly after the cause is cured.

8.6 Effect of Termination

On any termination or expiration: (a) Client's right to access and use the Services ceases, subject to the export period in Section 7.8; (b) all fees accrued before termination become immediately due; (c) each Party will, on request, return or destroy the other's Confidential Information, subject to legal holds and archival backups; and (d) the licenses and restrictions in Section 7 apply as stated in Section 7.6.

8.7 Survival

Sections 1.5, 2.4, 2.5, 2.6, 3.1, 3.2, 4.2, 4.3, 5 (as to amounts owed), 6.1, 6.2, 6.3, 7 (as stated in Section 7.6), 8.6, 8.7, 9, 10, 11, 12, and 13 survive termination or expiration of this Agreement.

9. Confidentiality

9.1 Obligation

Each Party will protect the other's Confidential Information with at least the degree of care it uses for its own confidential information of like kind, and in no event less than reasonable care, and will use it only as necessary to perform under, or exercise rights granted by, this Agreement. Each Party may disclose the other's Confidential Information only to its personnel and professional advisors who need it for those purposes and who are bound by confidentiality obligations at least as protective as this Section.

9.2 Definition

"Confidential Information" means non-public information one Party discloses to the other that is marked confidential or that would reasonably be understood as confidential in the circumstances. Client Data is Client's Confidential Information. The Services, Trained Models, Provider's source code, roadmap, security documentation, and pricing other than Client's own are Provider's Confidential Information. Confidential Information does not include information that is or becomes public through no fault of the receiving Party, was known to the receiving Party without restriction before disclosure, is independently developed by the receiving Party without use of the other's Confidential Information, or is rightfully received from a third party without restriction.

9.3 Data Rights Not Restricted

Provider's exercise of the rights expressly granted in Section 7.2, Section 7.3, and Section 7.5 is not a breach of this Section 9, and Client Data's status as Confidential Information does not narrow those rights. In all other respects, Client Data is Confidential Information and Section 9.1 applies to it, and nothing in this Section 9.3 limits Section 7.4.

9.4 Compelled Disclosure

A Party may disclose the other's Confidential Information where required by law or valid legal process, provided it gives the other Party prompt written notice where legally permitted, discloses only what is required, and reasonably cooperates in any effort by the other Party to limit or contest the disclosure.

9.5 Equitable Relief

Client acknowledges that a breach of this Section 9 may cause harm for which damages are an inadequate remedy, and that the Provider may seek injunctive or other equitable relief in any court of competent jurisdiction without posting bond, notwithstanding Section 12.

10. Warranties and Disclaimers

10.1 Mutual Warranties

Each Party represents and warrants that it is duly organized and validly existing, that it has full authority to enter this Agreement, and that the individual who accepts this Agreement on its behalf is authorized to bind it.

10.2 Provider Warranties

Provider represents and warrants that: (a) it will provide the Services in a professional and workmanlike manner consistent with generally accepted industry practice; (b) it will not knowingly introduce malicious code into the Services; and (c) it will maintain the safeguards described in Section 7.9. Client's sole and exclusive remedy for breach of Section 10.2(a) is for Provider to re-perform the affected Services or, if Provider cannot do so within thirty (30) days of Client's written notice, to refund the fees attributable to the affected portion of the Services. The warranties in this Section 10.2 do not apply to any Free Trial or other free access to the Services.

10.3 Disclaimer

EXCEPT AS EXPRESSLY STATED IN SECTIONS 10.1 AND 10.2, THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, SECURITY, UNINTERRUPTED OR ERROR-FREE OPERATION, AND NON-INFRINGEMENT (EXCEPT AS PROVIDED IN SECTION 11.5), AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.

10.4 No Warranty of Accuracy

PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR WILL PRODUCE ACCURATE OR COMPLETE OUTPUTS. PROVIDER DOES NOT WARRANT THAT ANY OUTPUT — INCLUDING ANY CALCULATION, ESTIMATE, TOTAL, QUANTITY, DATE, COST, ALLOCATION, AI OUTPUT, OR OCR RESULT — IS ACCURATE, COMPLETE, OR CURRENT. Client's verification obligation under Section 2.5 applies in full.

10.5 Third-Party Services

The Services may interoperate with or import data from third-party products. Provider makes no warranty regarding, and is not responsible for, the availability, security, or accuracy of any third-party product or service, including internet access, cloud infrastructure, payment processors, and integrated third-party APIs.

10.6 No High-Risk Use

THE SERVICES ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY APPLICATION IN WHICH THE FAILURE OF THE SERVICES COULD RESULT IN DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, ENVIRONMENTAL, OR PROPERTY DAMAGE. CLIENT ASSUMES ALL RISK OF USE OF THE SERVICES IN ANY SUCH APPLICATION.

11. Limitation of Liability

11.1 Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, EMPLOYEES, LICENSORS, OR SUPPLIERS BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR THE USE OF OR INABILITY TO USE THE SERVICES (INCLUDING ANY AI FEATURES, MODELS, OR AI-GENERATED OUTPUTS), INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST OR MISSED BIDS, LOST BUSINESS OPPORTUNITY, LOST GOODWILL OR REPUTATIONAL HARM, BUSINESS INTERRUPTION OR WORK STOPPAGE, PROJECT DELAY, SCHEDULE IMPACT, ACCELERATION COSTS, COST OVERRUNS, LIQUIDATED DAMAGES OR BACKCHARGES OWED TO A THIRD PARTY, INACCURATE QUANTITIES, ESTIMATES, OR PRICING, LOSS OF USE, LOSS OR CORRUPTION OF DATA, COMPUTER OR DEVICE FAILURE, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.2 Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S AGGREGATE CUMULATIVE LIABILITY FOR

ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. The existence of multiple claims does not expand this cap, and claims by Authorized Users count against it and do not add to it.

11.3 Specific Exclusions

Without limiting Sections 11.1 and 11.2, Provider has no liability for: (a) errors, omissions, or inaccuracies in any Output, whether produced by the Platform, by AI features, by formula, by a Client Configuration, or by user input; (b) any missed bid, RFI, submittal, pay application, lien notice, tax filing, or other deadline; (c) any payment, billing, or collection dispute between Client and Client's owners, general contractors, subcontractors, suppliers, employees, or other counterparties; (d) errors in tax filings, payroll filings, 1099 reporting, certified payroll submissions, or any other regulatory submission; (e) any regulatory investigation, citation, fine, penalty, or enforcement action; (f) any third-party claim arising from Client's use of, reliance on, or distribution of any Output; (g) the defect or non-performance of any third-party service on which the Services rely; or (h) any matter outside Provider's reasonable control, including force majeure events.

11.4 Exclusions from the Cap

Sections 11.1 and 11.2 do not limit: (a) Client's obligation to pay fees due; (b) Client's indemnification obligations under Section 11.6; (c) either Party's liability for its own gross negligence, willful misconduct, or fraud; (d) Provider's breach of Section 7.4; or (e) any liability that cannot be limited under applicable law.

11.5 Provider Indemnity for Infringement

Provider will defend Client against any third-party claim alleging that the Services, as provided by Provider and used by Client in accordance with this Agreement, directly infringe a U.S. patent, registered copyright, or registered trademark, and will indemnify Client for damages and reasonable attorneys' fees finally awarded by a court of competent jurisdiction or paid in a settlement Provider approves. Exclusions. Provider has no obligation under this Section for a claim arising from: (a) Client Data; (b) modifications to the Services not made by Provider; (c) combination of the Services with products, services, or data not provided by Provider, where the claim would not have arisen but for the combination; (d) use of the Services other than as permitted by this Agreement; (e) Client's failure to use an updated version of the Services that would have avoided the infringement; or (f) open-source software subject to its own license. Remedies. If the Services are or are likely to become the subject of an infringement claim, Provider may, at its option: (i) procure the right for Client to continue using them; (ii) modify or replace them to avoid the infringement; or (iii) terminate the affected portion of the Services. This Section states Provider's entire liability and Client's exclusive remedy for third-party infringement claims. AI carve-out. Provider's indemnification obligations do not extend to any Output, AI Output, prompt, or Client's use of any of them. Client is solely responsible for evaluating and using Outputs and for ensuring that its use complies with applicable law and third-party rights.

11.6 Client Indemnity

Client will defend, indemnify, and hold harmless Provider and its officers, directors, employees, agents, and affiliates from and against any third-party claim, and any resulting loss, damage, judgment, settlement, cost, and expense including reasonable attorneys' fees, arising out of or relating to: (a) Client Data, including any allegation that Client Data infringes, misappropriates, or violates any third-party right or law, or that Client lacked the right to upload it or to grant the licenses in Section 7; (b) any act or omission of any Authorized User; (c) any work product, deliverable,

Output, filing, submission, bid, proposal, invoice, lien notice, certified payroll, or tax filing generated, transmitted, or filed by Client, in whole or in part using the Services; (d) any dispute between Client and any of Client's owners, general contractors, subcontractors, suppliers, or employees, arising from or relating to Client's use of the Services; (e) Client's use of the time-tracking, photograph, or location features, including any claim under an employee privacy, biometric, or monitoring law; (f) Client's violation of any law or third-party right; or (g) Client's breach of this Agreement.

11.7 Indemnification Procedure

The indemnified Party will promptly notify the indemnifying Party in writing of the claim; failure to give prompt notice relieves the indemnifying Party only to the extent it is materially prejudiced. The indemnifying Party will have sole control of the defense and settlement, provided that no settlement imposing a non-monetary obligation or an admission on the indemnified Party may be entered without that Party's prior written consent, which will not be unreasonably withheld. The indemnified Party will provide reasonable cooperation at the indemnifying Party's expense and may participate at its own expense.

11.8 Basis of the Bargain

Client acknowledges that the subscription fee reflects the allocation of risk in this Section 11 and in Sections 2, 6, and 10, and that Provider would not provide the Services on these economic terms without these limitations. These limitations are a material and bargained-for element of this Agreement and apply notwithstanding the failure of any limited or exclusive remedy.

12. Dispute Resolution

12.1 Governing Law

This Agreement and any dispute arising out of or relating to it or the Services are governed by the laws of the State of Missouri, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

12.2 Escalation

Before commencing arbitration, the Parties will attempt to resolve the dispute in good faith: the claiming Party will give the other written notice describing the dispute, and each Party will designate a senior representative with authority to settle, who will confer within twenty (20) days of the notice. This Section does not apply to a request for equitable relief under Section 9.5 and does not toll any limitations period beyond thirty (30) days.

12.3 Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES THE PARTIES TO ARBITRATE DISPUTES AND LIMITS THE WAY THE PARTIES MAY SEEK RELIEF.

Any dispute, controversy, or claim arising out of or relating to this Agreement or the Services, including its formation, breach, termination, validity, and enforceability, that is not resolved under Section 12.2 will be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect, before a single arbitrator, seated in Kansas City, Missouri, or conducted remotely if the Parties agree. The arbitrator may grant any relief a court could grant, subject to the limitations in this Agreement. Judgment on the award may be entered in any court of competent jurisdiction. Each Party bears its own attorneys' fees unless the

arbitrator determines otherwise under applicable law. The Federal Arbitration Act governs this Section 12.3. Either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or stop the infringement or misappropriation of intellectual property or a breach of Section 9.

12.4 Class Action, Jury, and Punitive Damages Waiver

Arbitration will proceed on an individual basis only. Each Party waives any right to participate in a class, consolidated, collective, or representative action or arbitration. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY. The arbitrator may not consolidate the claims of more than one party or preside over any representative or class proceeding, and may not award punitive, exemplary, or multiple damages.

12.5 One-Year Deadline for Claims

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

13. General Provisions

13.1 Entire Agreement

This Agreement, including the Plan, is the entire agreement between the Parties on its subject matter and supersedes all prior and contemporaneous agreements, proposals, quotes, presentations, and representations, written or oral, including any earlier terms of service accepted for Client's account. Any purchase order, vendor portal terms, supplier registration terms, or other Client-issued document is for Client's administrative convenience only, and any term in it that adds to or conflicts with this Agreement is void and of no effect, even if Provider signs or acknowledges it.

13.2 Assignment

Neither Party may assign this Agreement, by operation of law or otherwise, without the other Party's prior written consent, which will not be unreasonably withheld, except that either Party may assign it in its entirety, on written notice and without consent, to a successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets or equity. Any attempted assignment in violation of this Section is void. This Agreement binds and benefits the Parties' permitted successors and assigns.

13.3 Notices

Notices under this Agreement must be in writing. Notices to Provider go to hello@leviathanbuilt.com. Notices to Client go to the email address of Client's account owner, which Client will keep current, and Client consents to receive notices electronically. A notice is deemed received on delivery if hand-delivered, on the date sent if by email with confirmation of delivery, or one business day after deposit with a nationally recognized overnight courier. Notices of termination, breach, and indemnifiable claims must be sent by email or certified mail.

13.4 Force Majeure

Neither Party is liable for a failure or delay in performance caused by an event beyond its reasonable control, including acts of God, natural disaster, epidemic, war, terrorism, civil unrest, government action, labor dispute, power

or telecommunications failure, internet or cloud infrastructure failure, or denial-of-service attack. The affected Party will give prompt notice and use reasonable efforts to resume performance. If a force majeure event prevents Provider from providing the Services for more than thirty (30) consecutive days, Client may terminate this Agreement on notice and receive a pro-rata refund of prepaid, unused fees.

13.5 Independent Contractors

The Parties are independent contractors. Section 4.3 applies in full.

13.6 Severability and No Waiver

If any provision of this Agreement is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable while preserving its intent, or if it cannot be, severed, and the remaining provisions will remain in full force. A Party's failure to enforce a provision is not a waiver of its right to enforce it later. No waiver is effective unless in writing and signed by the waiving Party.

13.7 No Third-Party Beneficiaries

This Agreement is for the benefit of the Parties only and creates no rights in any third party (other than Apple, as stated in Section 13.15), including any Authorized User, any of Client's customers or general contractors, or any owner.

13.8 Headings and Interpretation

Headings are for reference only and do not affect interpretation. No rule of construction against the drafting Party applies. Ambiguity will not be resolved against a Party merely because that Party drafted the provision.

13.9 Electronic Acceptance

Client's electronic acceptance of this Agreement, by checking the box to agree to it and continuing, is a valid and binding signature with the same effect as a handwritten one. Provider keeps a record of each acceptance and the version accepted. A copy of this Agreement can be downloaded before acceptance, and Client may request a copy of the version it accepted from hello@leviathanbuilt.com.

13.10 Export Control and Sanctions

Client will comply with all U.S. and other applicable export control and trade sanctions laws. Client represents and warrants that it is not located in, ordinarily resident in, or owned or controlled by any country, person, or entity subject to U.S. embargoes or sanctions, and that it will not export, re-export, or transfer the Services in violation of applicable export control laws.

13.11 U.S. Government Rights

The Services and related documentation are "commercial computer software" and "commercial computer software documentation" as those terms are defined in 48 C.F.R. § 2.101. If acquired by or on behalf of any U.S. federal government agency, their use, duplication, reproduction, modification, release, performance, display, or disclosure is governed solely by this Agreement and is prohibited except as expressly permitted by it, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4 for Department of Defense acquisitions.

13.12 Publicity

Provider may identify Client as a customer of the Services, including by using Client's name and logo, on its website and in marketing materials, consistent with Client's customary branding guidelines. Client may revoke this right at any time by written notice to hello@leviathanbuilt.com.

13.13 Copyright Complaints (DMCA)

If you believe content on the Services infringes your copyright, send a written notice to Provider's DMCA agent at hello@leviathanbuilt.com that includes: (a) your physical or electronic signature; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the allegedly infringing material and enough information to locate it; (d) your contact information (name, address, telephone, and email); (e) a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf. Provider may remove allegedly infringing content, will follow the DMCA counter-notice process, and may terminate the access of any Authorized User who is a repeat infringer. Repeat infringement by Client is a material breach of this Agreement.

13.14 Contact

Questions about this Agreement, legal notices, and DMCA notices go to hello@leviathanbuilt.com.

13.15 Apps from the Apple App Store

This Section applies to any Leviathan Built mobile app downloaded from the Apple App Store (the "iOS App"), in addition to the rest of this Agreement. (a) This Agreement is between Client and Provider only, not Apple Inc. ("Apple"), and Provider, not Apple, is solely responsible for the iOS App and its content. (b) The license in Section 2.2 extends to use of the iOS App on Apple-branded products that Client or its Authorized Users own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions. (c) Apple has no obligation to provide any maintenance or support for the iOS App. (d) To the extent any warranty applies to the iOS App and it fails to conform, Client may notify Apple, and Apple may refund the purchase price, if any, paid for the iOS App; to the maximum extent permitted by law, Apple has no other warranty obligation with respect to the iOS App. (e) Provider, not Apple, is responsible for addressing any claim relating to the iOS App or its use, including product liability claims, claims that the iOS App fails to conform to any legal or regulatory requirement, and claims under consumer protection, privacy, or similar laws, in each case subject to Sections 10 and 11. (f) Provider, not Apple, is responsible for the investigation, defense, settlement, and discharge of any third-party claim that the iOS App or its use infringes that third party's intellectual property rights, subject to Section 11.5. (g) Client and its Authorized Users must comply with applicable third-party terms, such as their wireless carrier's terms, when using the iOS App. (h) Questions and claims about the iOS App go to Provider at the address in the opening paragraph or at hello@leviathanbuilt.com. (i) Apple and its subsidiaries are third-party beneficiaries of this Agreement as it relates to the iOS App, and on Client's acceptance of this Agreement, Apple will have the right to enforce it against Client as a third-party beneficiary.

Acknowledgment

By checking the box to agree to it and continuing, creating an account, providing payment information, or using the Services, Client confirms that it has read, understood, and agreed to this Agreement, including the data and model-training license (Section 7.3), the warranty disclaimers (Section 10), the limitation of liability and indemnities (Section 11), the arbitration agreement and class action and jury trial waivers (Section 12), and the one-year deadline for claims (Section 12.5).