

LOWPROPTAX MASTER SUBSCRIPTION TERMS

Last Modified: September 22, 2026

IMPORTANT: THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS-ACTION WAIVER IN SECTION 10. EXCEPT AS PROVIDED IN SECTION 10.5, DISPUTES WILL BE RESOLVED BY INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. THESE TERMS ALSO LIMIT LOWPROPTAX'S LIABILITY (SECTION 9) AND SHORTEN THE TIME TO BRING CLAIMS (SECTION 9.6).

These Master Subscription Terms ("**Master Subscription Terms**") are entered into between **Climate Clean, a California corporation, doing business as LowPropTax** ("**LowPropTax**," "**we**," "**us**," or "**our**"), and the business or entity that creates a LowPropTax account or uses the Services ("**Client**," "**you**," or "**your**").

Acceptance at signup. Client must review and accept these Master Subscription Terms before creating an account. By checking the acceptance box (or clicking the equivalent button) during account signup, Client agrees to be bound by this Agreement. The individual accepting on Client's behalf represents that they have read these terms and have authority to bind Client. If you do not agree, do not create an account or use the Services. LowPropTax keeps a record of each acceptance, including the version accepted, the date, and the accepting user, and Client can view and download the current terms from its account at any time.

LowPropTax's legal-notice address is 1079 Sunrise Ave, Ste B-254, Roseville, CA 95648; telephone +1 (916) 234-3533; support: support@climatecleansolutions.com.

The agreement between the parties (the "**Agreement**") consists of: (i) the plan, properties, and options Client selects during account signup or later in its account settings (the "**Order Form**"); (ii) these Master Subscription Terms; and (iii) the policies incorporated by reference, namely the Privacy Policy at lowproptax.com/privacy, the Acceptable Use Policy at lowproptax.com/acceptable-use, and the Data Processing Addendum at lowproptax.com/dpa. LowPropTax and Client may also sign a separate written agreement for larger engagements (a "**Signed Agreement**"). If there is a conflict, the following order of precedence applies: (1) the Data Processing Addendum, solely as to the processing of Personal Information; (2) any Signed Agreement; (3) the Order Form; (4) these Master Subscription Terms; (5) other incorporated policies.

These Master Subscription Terms govern business use of the Services by property managers, property owners, and other businesses. Individual homeowners purchasing services for their own residence are governed by LowPropTax's separate consumer terms and not by these terms.

1. THE SERVICES

1.1 Services. LowPropTax provides a hosted property-tax platform and related services that may include, as specified in the Order Form and subject to county availability: monitoring of enrolled properties against county assessment data; screening and valuation analysis; preparation of evidence, appeal materials, and county forms; collection of owner authorizations; filing and prosecution of assessment appeals before county assessors, assessment appeals boards, boards of equalization, and similar bodies (each, an "**Appeal Board**"); outcome and refund tracking; and dashboards, reporting, alerts, and integrations (collectively, the "**Services**").

1.2 Filing discretion. LowPropTax determines, in its reasonable professional discretion and consistent with the Order Form, whether and when a property warrants an appeal, the basis of the appeal, and the evidence presented. LowPropTax is not obligated to file an appeal for every enrolled property. If LowPropTax decides not to file for a property in a given appeal window, it will indicate that decision through the platform or in periodic reporting reasonably in advance of the applicable deadline where practicable, so that Client may pursue the matter independently if it chooses.

1.3 Scope exclusions. Unless expressly stated in the Order Form, the Services do **not** include: (a) representation in any court, including actions for refund of taxes or judicial review of an Appeal Board decision; (b) legal, tax, or accounting advice; (c) appraisals performed under the Uniform Standards of Professional Appraisal Practice or by a licensed appraiser; (d) property-tax exemption, exclusion, or change-in-ownership filings; (e) cost-segregation or income-tax services; or (f) payment of property taxes on Client's behalf.

1.4 Coverage and data availability. The Services depend on county data availability, filing windows, and county procedures. Where LowPropTax does not yet have usable data for a county, monitoring of properties in that county begins when data becomes available, and LowPropTax will identify affected properties to Client.

1.5 Availability. The Services may be unavailable from time to time due to maintenance, third-party or county system outages, or other causes. Unless a separate written service-level agreement is signed by both parties, LowPropTax does not commit to any specific uptime, and unavailability is not a breach of this Agreement.

1.6 No guarantee of outcome. Assessment outcomes are determined by county assessors and Appeal Boards, which LowPropTax does not control. LowPropTax does not guarantee that any appeal will be accepted, heard, or granted, or that any reduction, refund, or tax savings will result.

1.7 Changes to the Services. LowPropTax may modify the Services from time to time, provided it will not materially reduce the core functionality of a paid subscription during the then-current paid term. Features designated as beta, preview, or pilot are provided "as is," without warranty, support, or service-level commitments, and may be discontinued at any time.

1.8 Changes to these terms. LowPropTax may update these Master Subscription Terms by posting a revised version and updating the "Last Modified" date. For material changes, LowPropTax will give at least thirty (30) days' advance notice by email or in-platform notice, and may require an Authorized User with administrative rights to review and accept the updated terms in the platform before continuing to use the Services. Material changes take effect at the start of Client's next renewal term, unless Client accepts them earlier in the platform or the change is required by law. Changes are not retroactive, and changes to Section 10 (Dispute Resolution) do not apply to any Dispute of which either party had notice before the change took effect. Continued use of the Services after a change takes effect constitutes acceptance.

1.9 Jurisdictions. The Services are currently offered for properties in California, and LowPropTax may expand them to other states. For properties outside California, LowPropTax will act as agent only where it is legally

permitted to do so, including after obtaining any registration or license the state or county requires, and may decline to enroll a property until it is. State-specific terms shown in Client's account apply to properties in that state and control over these terms for those properties. References in this Agreement to California statutes apply to California properties; for properties in other states, the corresponding requirements of that state's law apply.

2. AGENT AUTHORITY AND FILINGS

2.1 Owner authorization required. LowPropTax will act as agent for a property only after receiving a valid written agent authorization signed by the property owner or a person with authority to bind the owner (an "**Owner Authorization**"), in the form required by the applicable county and state law (for California properties, including the State Board of Equalization agent-authorization requirements). Owner Authorizations are collected and signed electronically through the platform, except where a county requires a different form or signature method. Where Client is a property manager or other agent, Client is responsible for directing each Owner Authorization to the correct owner or authorized signer and represents that each person who signs one has authority to do so.

2.2 Owner Acknowledgement. Each Owner Authorization collected through the platform includes the Owner Acknowledgement in Annex B, which the owner accepts when signing. If a county requires an authorization to be signed outside the platform, Client will ensure the owner also accepts the Owner Acknowledgement before LowPropTax files.

2.3 Scope of authority. Subject to any limits in the Order Form or the Owner Authorization, LowPropTax is authorized to: prepare, sign where permitted, file, amend, and prosecute appeal applications; communicate with county assessors, Appeal Boards, clerks, and county counsel; request and inspect assessor records; receive and respond to county notices and information requests; negotiate with county officials; enter into stipulations of value; withdraw appeals; agree to extend or waive statutory time limits for hearing an appeal, including, for California properties, under Revenue and Taxation Code section 1604; request, attend, or waive hearings; and take other actions reasonably necessary to prosecute the appeal.

2.4 Notice before stipulation or withdrawal. Before entering into a stipulation of value or withdrawing a filed appeal, LowPropTax will notify Client by email, through the platform, or through its customer support team, and allow at least three (3) business days for Client to object in writing. If Client does not object within that period, Client is deemed to have approved the action. If a county deadline or hearing date does not allow three (3) business days, LowPropTax will give as much notice as is practicable and may act in its reasonable judgment to protect Client's position.

2.5 Filing cut-off. LowPropTax is responsible for timely filing only for properties for which it has received, by the Filing Cut-Off, (a) a valid Owner Authorization, (b) the Client Data reasonably required to file, and (c) any owner signature the county requires. The "**Filing Cut-Off**" is 12:00 p.m. (noon), local time in the applicable county, on the county's filing deadline date, unless a different cut-off is shown in Client's account. For properties that meet these conditions after the Filing Cut-Off, LowPropTax will use reasonable efforts to file but has no liability for a missed deadline. County filing systems are often congested or unavailable on deadline dates; LowPropTax is not responsible for a missed deadline caused by a county system outage or closure if it attempted to file before the deadline, and will pursue any late-filing relief the county makes available.

2.6 County notices. Assessment notices, including supplemental and escape assessment notices, which often carry short appeal windows, are generally mailed by counties to the property owner, not to LowPropTax. Client will forward, or cause the owner to forward, any assessment notice, county correspondence, or county

information request to LowPropTax within five (5) business days of receipt. LowPropTax is not responsible for deadlines tied to notices it did not receive in time to act.

2.7 Accuracy of filings. Appeal applications and related county forms may require certification under penalty of perjury. LowPropTax prepares filings from Client Data, public records, and its own analysis. Client represents that the facts it or the owner provides are true and complete, will promptly correct any inaccuracy it discovers, and will respond to reasonable requests to confirm facts before filing. LowPropTax may decline to file any document it reasonably believes is inaccurate or unsupported.

2.8 Communications with Client. LowPropTax will keep Client reasonably informed of material developments in filed appeals through the platform, alerts, and periodic reporting. Client is responsible for designating a current contact, keeping contact information accurate, and reviewing platform notifications.

2.9 Revocation. Client or an owner may revoke LowPropTax's authority for a property prospectively by written notice. Revocation does not affect actions already taken or fees already earned or accrued, and Section 5.5 applies to appeals pending at revocation.

3. CLIENT RESPONSIBILITIES

3.1 Client systems. Client is responsible for the hardware, software, and internet access needed to use the Services.

3.2 Client Data. Client is responsible for providing, directly or through authorized third parties, the Client Data reasonably required for the Services, and represents that it is accurate, complete, and timely, and that Client has the rights needed to provide it. LowPropTax may rely on Client Data without independent verification. LowPropTax may charge its standard rates for rework caused by inaccurate or incomplete Client Data.

3.3 Third-party systems. Client may authorize LowPropTax to retrieve data from property-management, accounting, or other third-party systems Client uses (each, an "**External System**"), using credentials, integrations, or file exports Client provides or authorizes. Client represents that it has the rights and consents necessary to authorize that access. External Systems are controlled by third parties; LowPropTax does not warrant their availability, accuracy, or security and is not liable for errors, outages, or data loss originating in them. Client may disconnect an integration at any time, and LowPropTax may suspend or discontinue any integration at any time, including at the request of the External System's provider. Previously imported data is handled under Section 7.

3.4 Authorized users. Client will limit access to the Services to its authorized personnel ("**Authorized Users**"), designate at least one administrator, keep credentials confidential, and use available security features such as multi-factor authentication. Client is responsible for its Authorized Users' acts and omissions and for activity under their credentials.

3.5 Communications consents. If Client provides contact information for owners or other individuals and asks LowPropTax to contact them (including by email, text message, or phone), Client represents that it has obtained all consents required under applicable law, including the Telephone Consumer Protection Act and California law, and will promptly notify LowPropTax of any opt-out or revocation of consent Client receives.

3.6 Compliance. Client is responsible for its own compliance with laws applicable to its business and properties, including landlord-tenant, privacy, and consumer-protection laws. LowPropTax will comply with laws applicable to it in performing the Services.

3.7 Acceptable use; competitors. Client will comply with the Acceptable Use Policy and will not, and will not permit anyone to: (a) reverse engineer, decompile, or attempt to derive the source code, models, or methods underlying the Services; (b) copy, modify, or create derivative works of the Services; (c) scrape or systematically extract data or outputs from the Services; (d) resell, sublicense, white-label, or make the Services available to third parties except as the Order Form allows; (e) use the Services or outputs to build, train, benchmark, or improve a competing product or service; or (f) provide access to the Services to any person or entity that offers property-tax appeal, consulting, or valuation services in competition with LowPropTax. LowPropTax may decline to provide Services to, or terminate the account of, any competitor.

4. NATURE OF THE SERVICES; AI TOOLS

4.1 What LowPropTax is. LowPropTax acts as Client's authorized agent before county assessors and Appeal Boards, and provides software, data analysis, and administrative services. LowPropTax is not a law firm, accounting firm, or licensed appraisal firm, and does not provide legal, tax, or accounting advice. Valuation analyses and estimates produced by the Services are opinions for use in property-tax matters and are not appraisals. Where a licensed professional is separately engaged, a separate written agreement governs that professional's services.

4.2 No fiduciary relationship. Except for the limited agency described in Section 2, LowPropTax is an independent contractor and is not a fiduciary, partner, or joint venturer of Client or any owner.

4.3 AI Tools. The Services use artificial intelligence and automated tools to help generate analyses and content ("AI Tools"). AI-generated output may be inaccurate or incomplete. LowPropTax applies review and quality controls to materials it files, but Client is responsible for reviewing any output it uses outside the Services, and LowPropTax does not warrant AI-generated output except as expressly stated in this Agreement.

4.4 Client funds. Other than receiving payment of its own fees, LowPropTax does not hold, receive, or manage Client or owner funds, and does not receive property-tax refunds on anyone's behalf. Refunds are paid by counties directly as provided by law.

5. TERM AND TERMINATION

5.1 Term and renewal. Each subscription begins on the date Client completes account signup (or the date stated in a Signed Agreement) and continues for twelve (12) months unless the Order Form states a different term. **Each subscription renews automatically for successive twelve (12) month terms, and renewal fees are charged at the start of each renewal term,** unless either party gives notice of nonrenewal at least thirty (30) days before the end of the current term. LowPropTax will send a renewal reminder, stating the renewal date and fee, at least fifteen (15) days before the nonrenewal notice deadline. Client may give notice of nonrenewal through its account settings or by email to support@climatecleansolutions.com.

5.2 Termination for breach. Either party may terminate this Agreement or an Order Form by written notice if the other party materially breaches and fails to cure within ten (10) days after written notice for nonpayment, or thirty (30) days for other breaches. Either party may terminate immediately if the other becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy proceedings that are not dismissed within sixty (60) days.

5.3 Early termination. Fees for each term are earned when charged (Section 6.3). If Client terminates for convenience before the end of a term, no fees are refunded, and if Client pays for the term in installments, the remaining installments for that term become due on termination. The parties agree this reflects LowPropTax's up-front onboarding, data, and analysis costs and is a reasonable estimate of its damages. This Section does not apply to termination for LowPropTax's uncured material breach.

5.4 Suspension. LowPropTax may suspend the Services, in whole or in part, (a) if any undisputed amount is more than thirty (30) days past due, after ten (10) days' written notice; or (b) immediately, where reasonably necessary to address a security threat, suspected fraud, misuse, unlawful activity, or a legal requirement. LowPropTax will use reasonable efforts to limit the suspension to the affected portion of the Services and, for suspension under clause (a), to protect filing deadlines for appeals already authorized where practicable. Monitoring gaps during suspension are not retroactively covered.

5.5 Pending appeals. Appeals often remain open long after a subscription ends. After expiration or termination (other than LowPropTax's termination for Client's uncured breach), and provided Client's account is current, LowPropTax will continue to prosecute appeals it filed before termination through final resolution, and its agent authority survives solely for that purpose. Flat fees for those appeals are earned as stated in Section 6.3, and no additional fee is charged to complete an appeal filed before termination. If Client or the owner revokes LowPropTax's authority, withdraws or settles a LowPropTax-filed appeal without LowPropTax, or substitutes another agent for that appeal, fees already paid or earned for that appeal are not refundable. Monitoring of properties without pending appeals ends with the subscription.

5.6 Effect of termination. On termination: (a) Client's access and licenses end, except as needed to receive services under Section 5.5; (b) all fees accrued through termination become due; and (c) for ninety (90) days, on request and provided undisputed amounts are paid, LowPropTax will make Client's reports and documents available for export. LowPropTax may charge its standard rates for export assistance beyond standard self-service tools. After that period, LowPropTax may delete Client Data in accordance with Section 7.4.

5.7 Survival. Sections 2.9, 3.7, 4, 5.3, 5.5, 5.6, 5.7, and 6 through 13 survive termination, together with any provision that by its nature should survive.

6. FEES AND PAYMENT

6.1 Flat fees. LowPropTax charges flat fees for the Services, as displayed to Client during account signup or in its account before Client selects a plan or enrolls a property. LowPropTax does not charge contingency fees or any fee based on the amount of a reduction, refund, or tax savings.

6.2 Owner payment; Client authorization. Fees for a property may be charged to a payment method belonging to that property's owner, or to another payment method Client designates in its account. By designating a payment method or authorizing a charge in the platform, Client represents that it is authorized by the owner, including under its property management agreement, to authorize that charge on the owner's behalf. Client remains responsible for any fee charged to a Client payment method and for any fee it authorizes that is declined, unpaid, reversed, or charged back. Receipts are available in Client's account.

6.3 When fees are earned. Fees are earned and charged when Client completes signup, enrolls a property, purchases an appeal or service package, or renews, as applicable.

6.4 County fees and pass-through costs. County filing and processing fees, postage, and similar third-party costs are billed as displayed in Client's account or, if not displayed, at cost.

6.5 Fee changes. LowPropTax may change its fees on at least thirty (30) days' notice. Fee changes take effect at Client's next renewal and do not apply to appeals or packages already purchased.

6.6 Payment. Client authorizes LowPropTax to charge the designated payment method for fees when due. If LowPropTax invoices a charge instead, it is due within fifteen (15) days of the invoice date. Client is responsible for reasonable costs of collecting undisputed past-due amounts, including reasonable attorneys' fees.

6.7 Disputed charges. Client must notify LowPropTax of any good-faith dispute of a charge within thirty (30) days of the charge, with reasonable detail, and will raise the dispute with LowPropTax, and ask owners to do the same, before initiating a chargeback. The parties will work in good faith to resolve disputes promptly. Charges not disputed within that period are deemed accepted.

6.8 Taxes. Fees exclude taxes. Client is responsible for any sales, use, or similar taxes on the Services, other than taxes on LowPropTax's income.

6.9 Refunds; missed deadlines. Except as stated in this Section or required by law, fees are nonrefundable once earned, including where an appeal is denied, withdrawn, or produces no reduction, and where a filing is delayed or rejected because of missing, late, or defective Client Data, Owner Authorizations, or signatures. If LowPropTax fails to file an appeal by the applicable county deadline for a property that met all conditions in Section 2.5, solely because of LowPropTax's error, LowPropTax will refund the fees paid for that property for that tax year. **To the fullest extent permitted by law, this refund is Client's and the owner's sole and exclusive remedy for a missed filing deadline,** except to the extent the missed deadline results from LowPropTax's gross negligence or willful misconduct.

7. DATA, PRIVACY, AND SECURITY

7.1 Ownership of Client Data. As between the parties, Client owns Client Data. Client grants LowPropTax a non-exclusive, worldwide, royalty-free license to use, copy, process, and create derivative works from Client Data to provide, support, and secure the Services and to create De-identified Data under Section 7.2.

7.2 De-identified Data. LowPropTax may create data that is de-identified or aggregated so that it cannot reasonably be used to identify Client, any owner, any tenant, or any individual ("**De-identified Data**"). LowPropTax will maintain reasonable technical and organizational measures to prevent re-identification, will not attempt to re-identify De-identified Data, and will contractually prohibit any recipient from doing so. LowPropTax owns De-identified Data and may use it for any lawful purpose, including analytics, benchmarking, research, and developing, training, and improving LowPropTax's products, services, and models, including models and services LowPropTax makes available to third parties. LowPropTax will not use as De-identified Data, or for any purpose other than the specific appeal for which it was obtained, any assessor record or property statement that is confidential under applicable state law (including California Revenue and Taxation Code sections 408 and 451), unless that use is permitted by law.

7.3 No third-party model training. LowPropTax will not provide Client Data to any third-party AI model provider for the purpose of training that provider's general-purpose models, and will require AI subprocessors to process Client Data only to provide services to LowPropTax.

7.4 Service provider role. To the extent LowPropTax processes Personal Information on Client's behalf, LowPropTax acts as a "service provider" or "contractor" under the California Consumer Privacy Act, as amended ("**CCPA**"), and as a "processor" under other applicable U.S. state privacy laws (together with the CCPA, "**Privacy Laws**"). LowPropTax will process that Personal Information only to provide the Services and as permitted by Privacy Laws, will not sell or share it (as those terms are defined in the CCPA), and will otherwise process it in accordance with the Data Processing Addendum, which is incorporated into this Agreement.

7.5 Client notices and consents. Client is responsible for providing any notices to, and obtaining any consents from, owners, tenants, and other individuals required for the processing described in this Agreement.

7.6 Retention. LowPropTax retains Client Data as described in its Privacy Policy, including for as long as needed to provide the Services and complete pending appeals, and thereafter as needed for legal, tax, audit, dispute, and appeal-record purposes. LowPropTax may retain De-identified Data indefinitely.

7.7 Security. LowPropTax maintains a written information security program with administrative, technical, and physical safeguards reasonably designed to protect Client Data against unauthorized access, use, or disclosure, appropriate to the nature of the data. Additional information about LowPropTax's security practices is available to Clients on request, subject to confidentiality.

7.8 Security incidents. If LowPropTax becomes aware of unauthorized access to or acquisition of Client Data in its possession or control (a "**Security Incident**"), LowPropTax will notify Client without undue delay and as required by law, and in any event within seventy-two (72) hours after confirming the Security Incident; provide information reasonably available to help Client meet its own obligations; and take reasonable steps to contain and remediate it. Notice of a Security Incident is not an admission of fault.

7.9 Subprocessors. LowPropTax uses subprocessors to help provide the Services, in categories including cloud hosting and storage, databases, AI model processing, mapping, e-signature, communications, print and mail, payments, and customer-relationship management. LowPropTax enters into written terms with each subprocessor (which may be the subprocessor's standard terms of service and data processing terms) that require it to protect Client Data as required by Privacy Laws, and LowPropTax remains responsible for its subprocessors' performance. The current list is available in Client's account or on request. LowPropTax will update the list before a new subprocessor begins processing Personal Information, and Client may object as described in the Data Processing Addendum.

8. INTELLECTUAL PROPERTY; CONFIDENTIALITY

8.1 LowPropTax property. LowPropTax and its licensors own all right, title, and interest, including all Intellectual Property Rights, in and to the Services, the Software, De-identified Data, and all technology, models, methods, templates, and materials used to provide them, and all improvements and derivative works of any of them. All rights not expressly granted are reserved.

8.2 Access right. Subject to this Agreement and payment of fees, LowPropTax grants Client a non-exclusive, non-transferable, non-sublicensable right during the term to access and use the Services for its internal business purposes and for the properties enrolled under the Order Form.

8.3 Reports and outputs. Client may use reports, appeal materials, and evidence packages generated for its properties for its internal business purposes, and a property manager may share them with the owners of the applicable properties. Removing LowPropTax branding, co-branding, or distributing outputs to anyone else

requires LowPropTax's prior written consent or authorization in the Order Form.

8.4 Usage data. LowPropTax may collect and use data about the operation and use of the Services ("**Usage Data**") to operate, secure, support, and improve its products and services, and will not disclose Usage Data in a form that identifies Client or its users.

8.5 Feedback. If Client provides suggestions or feedback, LowPropTax may use them without restriction or obligation.

8.6 Confidentiality. "Confidential Information" means nonpublic information disclosed by one party ("**Discloser**") to the other ("**Recipient**") that is marked confidential or that a reasonable person would understand to be confidential, including, for LowPropTax, the Services' non-public features, documentation, security information, and any negotiated terms, and, for Client, Client Data. Confidential Information does not include information that is or becomes public without Recipient's breach, was known to Recipient without restriction before disclosure, is received from a third party without restriction, or is independently developed without use of the Discloser's information. Recipient will use Confidential Information only to perform or exercise rights under this Agreement, will protect it with at least reasonable care, and will disclose it only to its and its Affiliates' employees, contractors, and advisors who need to know it and are bound by confidentiality obligations at least as protective. Recipient may disclose Confidential Information as required by law or legal process, with prompt notice to Discloser where lawful. Disclosures to county assessors and assessment appeals boards made in performing the Services are permitted. These obligations continue for three (3) years after termination, and for trade secrets for as long as they remain trade secrets.

8.7 Publicity. Neither party will use the other's name or logo in marketing without the other's prior written consent, except that LowPropTax may identify Client as a customer in non-public materials, such as investor and financing materials, under confidentiality.

9. WARRANTIES, INDEMNITIES, AND LIMITATION OF LIABILITY

9.1 LowPropTax warranties. LowPropTax warrants that (a) it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry practice, and (b) it will comply with laws applicable to it in providing the Services. Client must notify LowPropTax of any breach of this warranty within thirty (30) days after Client becomes aware of it. Except as provided in Section 6.9, Client's exclusive remedy, and LowPropTax's sole obligation, for breach of this warranty is for LowPropTax to re-perform the non-conforming Services or, if re-performance is not practicable, to refund the fees paid for the non-conforming Services.

9.2 Client warranties. Client warrants that (a) it has the authority to enter into this Agreement and to obtain each Owner Authorization it provides; (b) Client Data and Client's use of External Systems do not infringe or violate any third party's rights or any contract binding on Client; and (c) it will comply with laws applicable to it in using the Services.

9.3 DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND LOWPROPTAX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY. LOWPROPTAX DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ANY APPEAL WILL BE ACCEPTED OR GRANTED, OR THAT ANY REDUCTION, REFUND, OR SAVINGS WILL RESULT, AND MAKES NO WARRANTY

REGARDING EXTERNAL SYSTEMS, COUNTY SYSTEMS, OR THIRD-PARTY SERVICES.

9.4 Indemnity by LowPropTax. LowPropTax will defend Client against any third-party claim alleging that the Services, as provided by LowPropTax and used in accordance with this Agreement, infringe or misappropriate that third party's United States intellectual property rights, and will pay damages and costs finally awarded or agreed in settlement. LowPropTax has no obligation for claims arising from Client Data, Client modifications, combination with items not provided by LowPropTax, or use outside this Agreement. If the Services are, or LowPropTax believes they may be, subject to such a claim, LowPropTax may modify them to be non-infringing, obtain a license, or terminate the affected Services and refund prepaid fees for the unused period. This Section states LowPropTax's entire liability for infringement claims.

9.5 Indemnity by Client. Client will defend LowPropTax, its Affiliates, and their officers, directors, employees, and agents against any third-party claim, including a claim by any property owner, arising from: (a) Client's lack of authority to act for an owner or to provide an Owner Authorization, or any defect in an Owner Authorization Client provided; (b) Client Data, including inaccurate facts provided for a filing; (c) Client's access to or use of External Systems, or LowPropTax's access to them at Client's direction; (d) Client's breach of Section 3.5 or 3.7; (e) Client's violation of law; or (f) any dispute between Client and a property owner, including concerning fees, the management relationship, or Client's communications with the owner, except to the extent caused by LowPropTax's breach of this Agreement. Client will pay damages and costs finally awarded or agreed in settlement, including reasonable attorneys' fees.

9.6 Procedure; time limit for claims. The indemnified party will promptly notify the indemnifying party of a claim (a delay relieves the indemnifying party only to the extent it is prejudiced), give it sole control of the defense and settlement, and reasonably cooperate at the indemnifying party's expense. The indemnifying party may not settle a claim in a way that imposes non-monetary obligations or admits fault on behalf of the indemnified party without its consent, not to be unreasonably withheld. **Any claim by either party arising out of or relating to this Agreement must be brought within one (1) year after the claiming party knew or reasonably should have known of the facts giving rise to it,** except claims for unpaid fees and claims that by law cannot be shortened.

9.7 EXCLUSION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST TAX SAVINGS, LOST REFUNDS, LOST DATA, OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THEIR POSSIBILITY.

9.8 LIABILITY CAP. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID AND PAYABLE FOR THE SERVICES UNDER CLIENT'S ACCOUNT IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY, OR (B) FIVE THOUSAND DOLLARS (\$5,000) (THE "**GENERAL CAP**"). LOWPROPTAX'S TOTAL LIABILITY FOR SECURITY INCIDENTS AND BREACHES OF SECTIONS 7 AND 8.6 WILL NOT EXCEED TWO (2) TIMES THE GENERAL CAP.

9.9 Exclusions from the cap. Sections 9.7 and 9.8 do not apply to: (a) Client's obligation to pay fees; (b) Client's breach of Section 3.7 or infringement or misappropriation of LowPropTax's intellectual property; (c) either party's defense obligations under Sections 9.4 or 9.5; or (d) liability that cannot be limited under applicable law, including for fraud, willful injury, or gross negligence.

9.10 Basis of the bargain. The parties agree that the limitations in this Section 9 reflect a reasonable allocation of risk, are an essential basis of the bargain, and are reflected in LowPropTax's fees, and that they apply even if a limited remedy fails of its essential purpose.

10. DISPUTE RESOLUTION

10.1 Informal resolution. Before starting arbitration, a party must send the other a written notice describing the Dispute and the relief sought. Senior representatives with authority to settle will meet (in person or by video) in good faith within thirty (30) days after notice. Either party may begin arbitration if the Dispute is not resolved within forty-five (45) days after notice.

10.2 Arbitration. Except as provided in Section 10.5, any dispute, claim, or controversy arising out of or relating to this Agreement, the Services, or the relationship between the parties, including its formation, scope, interpretation, breach, or enforceability ("**Dispute**"), will be resolved by final and binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules then in effect. The Federal Arbitration Act governs this Section 10. The arbitration will be conducted by a single arbitrator who is a retired judge or an attorney with at least ten (10) years of commercial-contract experience, selected by agreement of the parties within fifteen (15) days after the demand, failing which the AAA will appoint the arbitrator. The seat and venue of arbitration will be Sacramento County, California, and hearings may be held by video with the arbitrator's approval. The arbitrator will apply California substantive law and this Agreement, including its limitations of liability, and may award any relief available in court on an individual basis. Judgment on the award may be entered in any court of competent jurisdiction. Each party bears its own attorneys' fees, and AAA fees are allocated under the AAA rules, except as the arbitrator awards under applicable law or Section 6.6.

10.3 Confidentiality. The arbitration, including its existence, submissions, evidence, and award, is Confidential Information of both parties, except as needed to enforce or challenge an award, as required by law, or for disclosure to a party's advisors, insurers, auditors, financing sources, and prospective acquirers under confidentiality.

10.4 Individual claims only. Disputes will be resolved only on an individual basis. Neither party may bring, join, or participate in a class, collective, consolidated, or representative action or arbitration against the other, and the arbitrator has no authority to conduct one. If this Section 10.4 is found unenforceable as to a claim, that claim must be brought in court under Section 10.6 and not in arbitration.

10.5 Exceptions. Either party may (a) bring an individual claim in small-claims court within that court's jurisdiction; and (b) seek temporary, preliminary, or permanent injunctive relief in court to prevent the actual or threatened infringement, misappropriation, or violation of its intellectual property rights or Confidential Information, or a breach of Section 3.7. Claims for money damages remain subject to arbitration.

10.6 Courts. For any matter not subject to arbitration, the state and federal courts located in Sacramento County, California have exclusive jurisdiction, and each party consents to venue there. **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL** in any such proceeding to the extent permitted by law.

11. APIs

11.1 API license. If LowPropTax provides Client access to an application programming interface ("**API**"), LowPropTax grants Client a limited, non-exclusive, non-transferable, revocable license to use the API during the term solely to integrate the Services with Client's internal systems, in accordance with LowPropTax's API documentation, rate limits, and this Agreement.

11.2 Developers. Client is responsible for any developer or vendor it permits to use the API on its behalf as if their acts were Client's, and will ensure they are bound by obligations consistent with this Agreement.

11.3 Changes. LowPropTax may modify or discontinue any API or API version, and will use reasonable efforts to give at least thirty (30) days' notice of changes that are not backward-compatible, except where a change is needed for security or legal reasons.

12. GENERAL

12.1 Entire agreement. This Agreement is the parties' entire agreement on its subject matter and supersedes all prior or contemporaneous proposals, discussions, and understandings. Client's purchase is not contingent on any future functionality or on any oral or written public statement about future features. Terms in any Client purchase order or similar document are void.

12.2 Assignment. Neither party may assign this Agreement without the other's prior written consent, not to be unreasonably withheld, except that either party may assign it without consent to an Affiliate or to a successor in a merger, acquisition, or sale of all or substantially all of its relevant business or assets, on notice to the other party. Any other attempted assignment is void.

12.3 Governing law. This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws rules, and, as to Section 10, the Federal Arbitration Act. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

12.4 Notices. Legal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, or certified mail, or by email with confirmation of transmission. Notices to LowPropTax: Climate Clean dba LowPropTax, 1079 Sunrise Ave, Ste B-254, Roseville, CA 95648, Attn: Legal; email: privacy@lowproptax.com. Notices to Client: the address and email in the Order Form or Client's account. Notices are effective on delivery by hand or courier, three (3) business days after mailing, or one (1) business day after email transmission. Operational notices, including notices under Sections 1.8 and 2.4, may be given through the platform or by email to Client's account contacts.

12.5 Force majeure. Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, wildfire, pandemic, labor disputes, internet or utility failures, failures of third-party hosting providers, county system outages or closures, changes in law, and acts of government. The affected party will notify the other promptly and use reasonable efforts to resume performance.

12.6 Miscellaneous. Headings are for convenience only. The word "including" means "including without limitation." If any provision is held unenforceable, it will be enforced to the maximum extent permissible and the rest of the Agreement will remain in effect. A waiver must be in writing and is not a waiver of any other breach. Electronic acceptance and electronic signatures are binding. This Agreement may be signed in counterparts. There are no third-party beneficiaries of this Agreement.

13. DEFINITIONS

- **"Affiliate"** means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of the voting interests.
- **"Client Data"** means information provided by or on behalf of Client or property owners to LowPropTax to receive the Services, including owner, property, financial, and portfolio information. Client Data does not include De-identified Data, Usage Data, or information LowPropTax obtains independently from public sources.
- **"Intellectual Property Rights"** means patents, copyrights, trademarks, trade secrets, and other intellectual property rights anywhere in the world, and registrations and applications for them.
- **"Personal Information"** has the meaning given to "personal information" or "personal data" in applicable Privacy Laws.
- **"Privacy Policy"** means LowPropTax's privacy policy at lowproptax.com/privacy, as updated from time to time.
- **"Software"** means the LowPropTax platform and software made available as part of the Services.

Other capitalized terms have the meanings given where they first appear.

ANNEX B — OWNER ACKNOWLEDGEMENT

To be included with or incorporated into every Owner Authorization.

By signing the agent authorization for the property identified above, the property owner ("**Owner**") acknowledges and agrees that:

1. **Agent authority.** Owner authorizes Climate Clean dba LowPropTax ("**LowPropTax**") to act as Owner's agent for property-tax assessment matters for this property, including to file and prosecute appeals, communicate and negotiate with county officials, request and inspect assessor records, enter into stipulations of value, withdraw appeals, agree to extend hearing time limits, and attend or waive hearings. Before stipulating or withdrawing, LowPropTax will notify Owner or Owner's designated property manager and allow a short period to object.
2. **Property manager and fees.** If Owner's property manager arranged this engagement, the manager may receive notices, provide information, and give or withhold approvals on Owner's behalf, and may authorize LowPropTax's flat fees for this property on Owner's behalf, charged to the payment method designated for the property. Fees are nonrefundable except as stated in the Master Subscription Terms. LowPropTax does not charge contingency fees.
3. **No guarantee.** Outcomes are decided by the county. LowPropTax does not guarantee any reduction, refund, or savings, and is not a law firm or licensed appraiser.
4. **Accuracy.** Information Owner provides is true and complete. Some county forms are signed under penalty of perjury.
5. **County notices.** Owner will promptly forward assessment notices and county correspondence to LowPropTax or the property manager.

6. **Limits on liability; disputes.** Any claim by Owner against LowPropTax relating to these services is subject to the same limitations of liability, time limit for claims, and individual binding arbitration provisions, including the class-action and jury-trial waivers, set out in Sections 9 and 10 of the LowPropTax Master Subscription Terms at lowproptax.com/terms, which Owner has had the opportunity to review.
7. **Privacy.** LowPropTax will handle Owner's personal information as described in its Privacy Policy at lowproptax.com/privacy.