

BUILTOPS CONSULTING TERMS OF SERVICE

Version 2026.07.31

These Consulting Terms of Service (these “Terms”) govern the consulting services that Built Ops LLC, a Texas limited liability company (“BuiltOps”), provides to a customer (“Customer”).

BuiltOps provides operational consulting services within the built environment — settings in which people, machinery, and product interact — including the assessment and mapping of work processes and workflows to identify opportunities in productivity, quality, and safety, and the design and implementation of solutions arising from those assessments.

Acceptance. These Terms apply to all Services that BuiltOps performs for its customers under any statement of work that references these Terms (each, a “SOW”). By signing a SOW that references these Terms, the Customer accepts these Terms in full. BuiltOps and Customer are each individually a “Party” and collectively the “Parties.” Effective Date. These Terms take effect as to Customer on the Effective Date stated in the applicable SOW.

Order of precedence. If these Terms conflict with an SOW, the SOW controls as to scope, deliverables, fees, and schedule, and these Terms control as to all other matters.

Changes to these Terms. BuiltOps may update these Terms from time to time. The version in effect on the Effective Date of a SOW governs that SOW for its duration, and any change applies only to SOWs executed after the change. Prior versions are available on request.

The Services are described in the applicable SOW. The remainder of these Terms applies as follows:

1. **Services.** BuiltOps will perform the services described in the applicable SOW, including delivery of any materials or deliverables the SOW requires. Conflicts between these Terms and a SOW are resolved as set out under Order of precedence above. BuiltOps may perform the Services through its employees, contractors, subcontractors, or partner firms, and remains responsible for the Services and for their compliance with these Terms. Customer will provide the access, information, data, and personnel availability reasonably required for BuiltOps to perform the Services, and delays in providing them extend any schedule stated in the applicable SOW.
2. **Change Orders.** Either Party may request changes to a SOW by written request. If both Parties accept the change, they will execute a written amendment to the SOW (each a “Change Order”) describing the adjustments to Services, deliverables, rates, or schedule. Absent an executed Change Order, the original SOW controls. Change Orders shall be numbered consecutively and are subject to these Terms.
3. **Payment.** In exchange for the Services, the Customer shall pay BuiltOps all amounts, fees, costs and expenses as set forth in the SOW (collectively, the “Fees”).
4. **Term; Termination.** These Terms commence as to Customer on the Effective Date and continue until terminated. Either Party may terminate a SOW for convenience on thirty (30) days’ written notice. Either Party may terminate a SOW immediately on the other Party’s material breach that remains uncured ten (10) days after written notice, except that failure to pay Fees when due requires no cure period. On termination: (i) Customer shall pay for Services performed and Fees and expenses incurred through the effective date of termination; (ii) all licenses granted under these Terms that are expressly revocable terminate automatically; and (iii) the provisions identified in Section 9.7 survive, but create no continued license or right of Customer to access BuiltOps’ Intellectual Property. Customer shall promptly return BuiltOps’ property, Intellectual Property, and Confidential Information.

5. Intellectual Property and Confidentiality.

5.1. Definitions.

5.1.1. “Intellectual Property” (or “IP”) means all inventions (whether patentable or not), patents, trade secrets, copyrights, trademarks, trade names, mask works, designs, source and object code, data, know-how, show-how, methods, processes, techniques, proprietary information, and moral rights, together with all related applications, documentation, and derivative work product, together with all rights in the foregoing arising under any applicable law, including the common law.

5.1.2. “New IP” means all Intellectual Property developed by BuiltOps, or by the Parties jointly, in the execution of the Services, including work performed by BuiltOps’ contractors and subcontractors.

5.2. Customer IP. Customer shall provide BuiltOps with any IP it deems necessary for BuiltOps to complete the Services (“Customer IP”). Customer retains sole and exclusive ownership of all Customer IP, and Customer shall own all New IP that BuiltOps develops for Customer in connection with the Services as a “work made for hire” under applicable law. BuiltOps waives any right, title, interest, or claim to the New IP except as expressly provided in these Terms, and will execute such applications, assignments, and further assurances as Customer reasonably requires to establish and protect that ownership. Customer grants BuiltOps a revocable, non-exclusive, royalty-free license to use Customer IP solely to perform the Services.

5.3. BuiltOps IP. BuiltOps retains all right, title, and interest in its own IP, know-how, show-how, methodologies, frameworks, models, templates, and tools, including anything BuiltOps licenses from third parties and any improvement BuiltOps makes to the foregoing during the term. Nothing in these Terms assigns or licenses that property to Customer. To the extent an item would otherwise qualify as both New IP and BuiltOps IP, it is New IP.

5.4. Representations, Warranties and Indemnities. Customer represents and warrants that: (i) it holds all rights necessary to grant BuiltOps the rights to the Customer IP and related Intellectual Property described in these Terms; (ii) no Customer IP infringes or contains third-party Intellectual Property that Customer lacks sufficient rights to grant; and (iii) all Customer IP submitted to BuiltOps will be free of malicious code. Customer shall defend and indemnify BuiltOps and its parents, subsidiaries, owners, directors, officers, employees, agents, and affiliates against any third-party claim, and any resulting liability, loss, damages, costs, and reasonable attorneys’ fees, arising from breach of these representations and warranties. BuiltOps shall defend and indemnify Customer against any third-party claim that the New IP as delivered by BuiltOps infringes a United States patent, copyright, or trade secret, excluding claims arising from Customer IP, from Customer’s modification of a deliverable, or from use outside the scope of the applicable SOW. In each case the indemnified Party will give prompt written notice of the claim, permit the indemnifying Party to control the defense and settlement, and cooperate reasonably at the indemnifying Party’s expense; no settlement imposing a non-monetary obligation on the indemnified Party may be made without its written consent. Breach of the representations and warranties in this Section is a material breach of these Terms.

5.5. Confidentiality. Each Party may receive information of the other that is marked confidential or that a reasonable person would understand to be confidential (“Confidential Information”). The receiving Party will use the other’s Confidential Information only to perform or receive the Services, will protect it with at least reasonable care, and will not disclose it to third parties except to its personnel, subcontractors, and advisors who need it to perform or receive the Services and who are bound by comparable confidentiality obligations. These obligations do not apply to information that is or becomes publicly available through no fault of the receiving Party, was already known to it without obligation of confidence, is independently developed without use of the other’s Confidential Information, or is required to be disclosed by law or legal process, provided the receiving Party gives reasonable prior notice where permitted. On the other Party’s request after the Services end, the receiving Party will return or destroy the other’s Confidential Information. These obligations continue for as long as the information remains confidential. Each Party will promptly notify the other of any unauthorized use or disclosure of the other’s Confidential Information of which it becomes aware, and will cooperate reasonably to limit its effect. The Parties agree that a breach of this Section may cause irreparable harm for which monetary damages are inadequate, and that the disclosing Party may seek injunctive or other equitable relief in addition to any other available remedy.

5.6. Residual Knowledge. Nothing in these Terms restricts BuiltOps from using the general knowledge, skills, experience, and ideas retained in the unaided memory of its personnel in the course of performing the Services, provided BuiltOps does not disclose Customer’s Confidential Information, use Customer’s trade secrets, or infringe Customer’s Intellectual Property.

6. Warranty; Disclaimer. BuiltOps will perform the Services in a professional and workmanlike manner using suitably qualified personnel. Customer’s exclusive remedy for breach of this warranty is re-performance of the affected Services, provided Customer notifies BuiltOps in writing within thirty (30) days after the affected Services are delivered. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, BUILTOPS PROVIDES, AND CUSTOMER ACCEPTS, THE SERVICES “AS-IS,” WITH ALL FAULTS, AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Limitation of Liability. BUILTOPS’ TOTAL LIABILITY UNDER THESE TERMS IS LIMITED TO THE AMOUNT CUSTOMER ACTUALLY PAID FOR THE SERVICES GIVING RISE TO THE LIABILITY. BUILTOPS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, OR INSURANCE LOSSES, EVEN IF ADVISED OF THEIR POSSIBILITY. THE FOREGOING LIMITATIONS DO

NOT APPLY TO: (a) A PARTY'S BREACH OF SECTION 5.5 (CONFIDENTIALITY); (b) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (c) BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY A PARTY; (d) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS; OR (e) CUSTOMER'S OBLIGATION TO PAY FEES.

8. Independent Contractor Relationship. BuiltOps performs the Services as an independent contractor. Neither Party may act as agent for or bind the other. Nothing in these Terms creates a joint venture, partnership, agency, or employment relationship for any purpose, including tax withholding or entitlement to vacation, insurance, retirement, or other employee benefits. BuiltOps maintains commercial general liability and workers' compensation coverage and will provide a certificate of insurance on request.

9. Miscellaneous.

9.1. Entire Agreement. These Terms and the applicable SOW constitute the entire agreement between the Parties with respect to the Services and supersede all prior agreements and understandings, written or oral. Neither Party makes any warranty not expressly stated in these Terms or the SOW.

9.2. No Waiver. No action or failure to act by a Party waives any right or duty under these Terms, or approves any breach, unless agreed in writing. No waiver, modification, or cancellation is effective unless signed by the Party charged. A written waiver excuses only the specific act it identifies.

9.3. Force Majeure. Neither Party is liable for any failure or delay in performance (other than payment of Fees) caused by events beyond its reasonable control, including acts of God, natural disaster, fire, flood, explosion, war, terrorism, civil unrest, labor disruption, utility or service failure, and governmental action.

9.4. Severability. If any provision of these Terms is unenforceable or void, it shall be modified to the minimum extent necessary to make it enforceable and enforced to the fullest extent permitted by law. If modification is not possible, the provision shall be severed and the remainder of these Terms shall remain in full force and effect.

9.5. Counterpart Execution. A SOW may be executed in counterparts, each an original and together one instrument. Delivery of an executed copy by electronic transmission or electronic signature constitutes valid execution and delivery.

9.6. Assignment. These Terms and each SOW bind and benefit the Parties and their permitted successors and assigns. Neither Party may assign these Terms without the other's prior written consent, except that either Party may assign to a successor by merger, acquisition, or sale of substantially all of its assets or equity upon written notice to the other Party.

9.7. Survival. Sections 3 through 7 and Section 9 survive the termination or expiration of these Terms.

9.8. Notices. Notices under these Terms must be in writing and delivered in person, by overnight courier, by certified or registered mail postage prepaid, or by email with confirmation of transmission, to the notice address stated in the applicable SOW, or to any other address a Party later designates in writing.

9.9. Governing Law; Venue; Attorneys' Fees. These Terms are governed by the laws of the State of Texas, without regard to its conflict-of-laws provisions. The Parties irrevocably consent to the non-exclusive jurisdiction of the state courts located in Travis County, Texas and the United States District Court for the Western District of Texas, and waive any objection to venue there. Each Party bears its own fees and costs in negotiating these Terms. In any action arising out of or to enforce these Terms, the substantially prevailing Party is entitled to recover its reasonable attorneys' fees, litigation expenses, and costs, including on appeal.