

OAR Scanning LLC | Terms & Conditions

Risk Management

OAR Scanning LLC will mitigate risks through regular communication, proactive planning, and adherence to all applicable safety protocols and industry standards.

1. Statement of Work (SOW)

The services performed under this Agreement shall be as described in the Statement of Work (“SOW”) issued by OAR Scanning LLC. Any changes to the SOW must be documented in a written Change Order signed by authorized representatives of both parties. These Terms and Conditions apply to all Change Orders unless expressly modified in writing.

2. Standard of Care and Code Compliance

OAR Scanning LLC shall perform its services under this Agreement with the professional skill and care ordinarily provided by providers of similar services under similar circumstances and in the same or similar locality. OAR Scanning LLC will comply with all applicable federal, state, and local laws, codes, and regulations in effect at the time of service.

Design changes necessitated by new laws or regulations after the date of this Agreement shall be treated as additional services, entitling OAR Scanning LLC to additional compensation.

3. Instruments of Service

All documents, including but not limited to point clouds, drawings, specifications, reports, and other data provided by OAR Scanning LLC, are considered **Instruments of Service** and remain the sole property of OAR Scanning LLC. The Client is granted a non-exclusive, non-transferable license to use these deliverables solely for the purposes of the project described in the SOW.

Any unauthorized reproduction, adaptation, distribution, or alteration of these deliverables without OAR Scanning LLC’s prior written consent shall be at the Client’s sole risk. The

Client agrees to indemnify and hold OAR Scanning LLC harmless from any claims, damages, or liabilities arising from such unauthorized use.

4. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located, without regard to conflict-of-law principles. Any disputes shall be subject to the exclusive jurisdiction of state or federal courts located in that state.

5. Third-Party Rights

Nothing in this Agreement creates or is intended to create any rights, benefits, or remedies for any person or entity other than the parties to this Agreement.

6. Assignment

Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, delayed, or conditioned.

7. Project Site Safety

OAR Scanning LLC's responsibilities at the project site are limited solely to the activities of its personnel. The Client acknowledges and agrees that project site safety, including means, methods, sequences of operation, and procedures, is the responsibility of the project's owner(s) and/or contractor(s). OAR Scanning LLC shall have no responsibility or liability for the acts, omissions, or safety of others on-site.

8. Limitation of Liability

To the fullest extent permitted by law, OAR Scanning LLC's total liability to the Client for any and all claims, damages, or losses arising out of or related to this Agreement shall not exceed the lesser of (a) the total compensation paid to OAR Scanning LLC for the services rendered under the applicable SOW, or (b) fifty thousand dollars (\$50,000). In no event shall OAR Scanning LLC be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, loss of use, or delay damages.

9. Dispute Resolution

The parties agree to make good-faith efforts to resolve any dispute arising under this Agreement through negotiation. If negotiation fails, the parties shall attempt mediation administered by a mutually agreed provider. If mediation is unsuccessful, the dispute may proceed to binding arbitration or litigation in a court of competent jurisdiction located in the state of the project. Each party shall bear its own costs unless otherwise awarded.

10. Indemnification

- **OAR Scanning LLC Indemnity:** OAR Scanning LLC shall indemnify, defend, and hold harmless the Client from damages, liabilities, and reasonable attorney's fees, but only to the extent directly caused by OAR Scanning LLC's negligence or willful misconduct in the performance of its services under this Agreement.
- **Client Indemnity:** The Client shall indemnify, defend, and hold harmless OAR Scanning LLC from damages, liabilities, and reasonable attorney's fees to the extent caused by the Client's negligence, misuse of deliverables, or failure to comply with applicable laws or codes.

11. Miscellaneous

This Agreement, together with the applicable SOW, constitutes the entire agreement between the parties and supersedes all prior agreements, oral or written. No modification of this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.