GroundUp Terms of Service

Buy Own Build, Inc. (DBA GroundUp) | Effective October 23, 2026 | Version 2.5

Important: These Terms require individual arbitration and waive class actions and jury trials. They affect legal rights. By accepting for an organization, you confirm your authority to bind it.

Acceptance and effective date

You accept these Terms by selecting an unchecked acceptance box and I Agree, or otherwise affirmatively accepting after receiving access to them. GroundUp records the accepted version, account, organization, timestamp, session, and related evidence. An organization also accepts through a signed Manufacturer Partnership Agreement expressly incorporating this version, whether or not its signer creates an account. Acceptance governs subsequent Platform use. The Privacy Policy is a separate notice, not an additional signed contract.

This version takes effect for a new Customer on acceptance. For an existing Customer, it takes effect only under Section 18 and any controlling signed agreement. Publication alone does not amend existing manufacturer commercial terms.

1. Who we are and scope

Buy Own Build, Inc., a Delaware corporation doing business as GroundUp, provides the websites, applications, software, tools, and related services (Platform). Customer means the person or organization registering for, purchasing, or using the Platform. Authorized User means an individual Customer permits to use its account. You means Customer or an Authorized User as appropriate. GroundUp and Customer are each a Party and together the Parties.

A signed agreement controls its covered subject. For manufacturer matters, the order is: signed Manufacturer Partnership Agreement (MPA) and signed amendments; Section 21; then the remaining Terms. Within the same level, the more specific provision controls. A portal entry, invoice, purchase order, or customer contract does not amend that order or an agreement without both Parties' express signed consent. Manufacturer attribution and Fees arise under the MPA and its incorporated Terms, subject to Sections 18 and 21.17. General Platform use or account creation alone does not create a Manufacturer Connection Fee. The Privacy Policy does not amend either contract.

2. Eligibility authority and accounts

You must be at least 18, legally able to contract, and authorized to bind any organization you represent. Customer is responsible for its Authorized Users and accurate account information. Keep individual credentials confidential, use reasonable access controls, report suspected unauthorized access promptly, and update or revoke permissions when roles change. GroundUp may require identity, authority, or security verification and refuse or revoke unverifiable access.

Designate appropriately authorized users for reporting, attribution, billing, and payment. Permission to report facts, review attribution, or view invoices does not itself authorize an agreement amendment, dispute settlement, or payment. Each action remains subject to actual authority.

3. Limited right to use the Platform

During the service term, GroundUp grants Customer a limited, non-exclusive, non-transferable, revocable right for Authorized Users to use the Platform for Customer's internal business under these Terms and its order. Except where law expressly permits, do not copy, sell, sublicense, reverse engineer, scrape, remove ownership notices, bypass controls, probe vulnerabilities, or use the Platform to build or train a competing product or model. Section 11 governs other prohibited conduct.

4. Customer content outputs and permissions

Customer retains ownership of submitted files, prompts, project inputs, images, and other material (User Content). Customer grants GroundUp a limited license to host, copy, process, transmit, display, and adapt it as needed to provide, secure, support, and improve the contracted Platform, follow Customer instructions, and comply with law. Customer must hold the necessary rights, notices, and lawful bases. Do not submit regulated health data, payment-card data, government identifiers, export-controlled technical data, or similarly sensitive information without GroundUp's written approval and required signed safeguards. The narrower permissions in Sections 21.8, 21.12, and 21.13 control their respective materials.

GroundUp owns the Platform, software, workflows, interfaces, documentation, templates, and general improvements. Subject to payment and third-party rights, Customer receives a perpetual, non-exclusive right to use Platform-generated outputs for its internal business and related project. Outputs may not be unique and require appropriate review. They do not transfer ownership of Manufacturer Materials or expand Section 21.13 rights.

At Customer's written request or the end of its service, GroundUp will return Customer's non-public information, documents, data, and materials in its possession or control, including User Content and copies, summaries, and extracts, or, at Customer's election, delete them within ten Business Days, and confirm completion in writing within five Business Days afterward. GroundUp may retain only records reasonably needed for existing Projects and surviving obligations, fee administration, disputes, security, legal holds, or legal compliance, and copies in routine backups until their ordinary deletion cycle. Retained material remains confidential, access-restricted, and limited to those purposes; backups must not be restored for ordinary use. Sections 21.8, 21.12, and 21.16 govern permitted continuing records and Project uses. These exceptions do not limit a non-waivable deletion right.

5. Artificial intelligence features

Automated or AI outputs may be incomplete, inaccurate, unsuitable, or non-unique. Customer must obtain human review before decisions involving engineering, architecture, financing, permits, compliance, safety, employment, housing, or other material rights or risks. GroundUp will not train a general-purpose or foundation model on non-public User Content, personal information, or enterprise confidential information without separate, affirmative consent identifying the use. Consent may be withdrawn prospectively. GroundUp may use aggregated or de-identified telemetry to operate, secure, measure, and improve the Platform if it identifies no person, Customer, or project and GroundUp does not attempt re-identification.

6. Confidentiality

Protect non-public business, technical, financial, security, customer, project, and product information reasonably understood to be confidential. A recipient may use it only for the relationship, must protect it with reasonable care, and may disclose it only to people who need it and owe equivalent duties. Exceptions cover information lawfully known without restriction, independently developed, lawfully received from another source, or public without breach. Give notice of legally required disclosure when lawful and disclose only what is required. Duties continue for five years after disclosure; trade secrets remain protected while qualifying. More specific signed confidentiality terms control. Permission to distribute Manufacturer Materials authorizes only their expressly permitted distribution and uses.

7. Privacy and security

The Privacy Policy describes personal-information practices. Where applicable law requires processor terms for processing on Customer's behalf, the Parties will sign a data processing addendum. GroundUp uses reasonable administrative, technical, and physical safeguards appropriate to the service and risk; security is not guaranteed. Customer remains responsible for devices, credentials, configurations, lawful instructions, exported-data backups, and removing former users.

8. Third party services and integrations

Enabling an integration directs GroundUp to exchange relevant data with that provider. Its terms and privacy practices apply, and GroundUp is not responsible for services it does not control. GroundUp may change or discontinue an integration when provider changes, law, security, or service risks warrant.

9. Service charges and taxes

Paid plans and professional services follow the applicable order, checkout, or signed agreement. Charges are in U.S. dollars, exclude transaction taxes, and are non-refundable after service delivery unless the order or law provides otherwise. Customer authorizes the stated payment method and pays undisputed invoices when due and applicable transaction taxes, excluding taxes on GroundUp's net income. Manufacturer Connection Fees instead follow the MPA and Section 21. No automatic debit of those Fees is authorized without separate payment authorization.

10. Changes beta features and availability

GroundUp may change the Platform. Beta, preview, pilot, or evaluation features may fail, change, or end and require independent verification for high-risk decisions. GroundUp does not promise uninterrupted or error-free service. Maintenance, emergencies, security events, third-party failures, and events beyond reasonable control may affect availability. A service level exists only in a signed agreement.

11. Acceptable use and platform integrity

Do not use the Platform or submit content for unlawful, deceptive, discriminatory, infringing, unsafe, or sanctioned activity. Do not impersonate others, introduce harmful code, interfere with service, burden it through automation, harvest data, evade rate limits, conceal activity origins, facilitate fraud, misuse project or personal information, or use outputs as the sole basis for a legally significant decision about a person. GroundUp may proportionately investigate misuse and preserve or disclose information as reasonably necessary to protect users or systems, enforce agreements, or comply with law, subject to applicable privacy rules.

12. Suspension and termination

GroundUp may suspend access promptly, including within 24 hours of awareness, for an actual or reasonably suspected security compromise, unlawful use, actual or imminent material harm to systems, property, or third parties, a material breach remaining uncured five Business Days after written notice, or an invoice unpaid more than 15 days after its due date. When practical and consistent with addressing the risk, GroundUp will give notice and, for breach or nonpayment, the stated opportunity to cure before suspension. GroundUp may terminate for a material breach remaining uncured after the applicable notice period or unlawful use that cannot lawfully continue.

GroundUp will restore suspended access within 24 hours after the triggering condition is resolved, unless another valid suspension ground remains or the agreement has lawfully ended. Expiry of a cure period without cure does not require restoration. If a suspension ground is determined not to have occurred, GroundUp will restore access immediately and credit the pro-rata prepaid service fees for that suspension. Surviving manufacturer obligations and administrative access follow Section 21.16.

13. Disclaimers

The Platform supports research, planning, matching, diligence, and workflow; it is not legal, financial, engineering, architectural, code, environmental, appraisal, insurance, or other professional advice. GroundUp is not a party to user transactions and guarantees no project, permit, financing, valuation, manufacturer, contractor, customer, output, or result. Except for express signed commitments, the Platform and outputs are provided as available. To the maximum lawful extent, GroundUp disclaims implied warranties of merchantability, fitness, title, non-infringement, and accuracy. Non-waivable rights remain.

14. Indemnity

Customer will defend and indemnify GroundUp and its personnel against third-party claims arising from User Content, unlawful or unauthorized use, transaction or project performance, breach of Section 3 or 11, or violation of others' rights, except to the extent caused by GroundUp. For Manufacturer, this includes Manufacturer Materials and granted rights; breach of Section 21.14 representations; products, customer contracts, regulatory violations, manufacturing, delivery, installation, warranties, other undertaken services; and negligent or wrongful acts or omissions of Manufacturer or those acting for it. It excludes GroundUp's use of materials outside granted rights.

GroundUp will promptly notify Customer, reasonably cooperate at Customer's expense, and allow Customer to control the defense. A settlement admitting GroundUp's fault, imposing non-monetary obligations, or failing to fully release it requires GroundUp's consent. A signed enterprise agreement may replace this section with mutual terms.

15. Limits of liability

To the maximum lawful extent, GroundUp is not liable for indirect, incidental, special, exemplary, punitive, or consequential damages or lost profits, revenue, goodwill, opportunity, or data, even if advised of the possibility. Unless a signed agreement states otherwise, its total liability arising from the Platform or these Terms is limited to the greater of amounts Customer paid GroundUp for the Platform, including Manufacturer Connection Fees, in the 12 months before the event giving rise to the claim, or $1,000. Exclusions and limits do not apply where prohibited by law or to GroundUp's fraud, willful misconduct, gross negligence, confidentiality breach, unauthorized use of personal information, or infringement of Customer's IP. Customer's payment obligations remain unaffected.

16. Disputes arbitration and class waiver

Before filing a claim, each Party must give written notice describing the dispute and attempt good-faith resolution for 30 days. Urgent injunctive relief and filings needed to preserve a limitations period remain available. Unresolved disputes are finally resolved by one arbitrator under the American Arbitration Association rules appropriate to the claim. Hearings are remote unless the arbitrator requires otherwise; in-person hearings are in Wilmington, Delaware, except where applicable law or mandatory rules require another location. The Federal Arbitration Act governs.

Claims must be individual, not class, collective, consolidated, or representative actions. Each side waives jury trial for claims lawfully proceeding in court. Either may bring an eligible individual small-claims case or seek temporary or injunctive relief for security, confidentiality, or IP misuse in Delaware courts. Non-waivable consumer rights and required opt-outs remain. Any legally required arbitration opt-out may be exercised by signed notice to admin@trygroundup.ai within 30 days after first acceptance, identifying the account and request, or within a longer legally required period.

17. Governing law

Delaware law governs without conflict rules, except mandatory, non-waivable consumer law of your residence. Delaware state and federal courts have exclusive jurisdiction for permitted court proceedings, subject to Section 16's small-claims and non-waivable venue exceptions. Each Party consents to that jurisdiction.

18. Changes to these Terms

GroundUp will identify each revised version and effective date and give at least 30 calendar days' notice of material changes through the Platform, email, or another reasonable method. A shorter period is permitted only as reasonably necessary for law or urgent security, with as much notice as practicable. Non-material clarifications may take effect on posting. Changes are prospective and do not alter accrued rights or existing disputes. GroundUp will request renewed affirmative acceptance when appropriate or legally required; continued use signifies acceptance only where lawful and after required notice.

Customer may stop using the Platform before changes take effect, subject to existing commitments and survival. Posting cannot override a signed agreement. Manufacturer commercial changes additionally follow Section 21.17; continued use alone does not amend protected terms for previously introduced Projects. GroundUp retains accepted versions and provides them on request.

19. Electronic records and notices

Subject to non-waivable consumer rights, you agree to electronic records and notices. GroundUp retains reproducible acceptance records reflecting the accepted Terms. You may download or print the Terms or request them at admin@trygroundup.ai. Send legal notices to Buy Own Build, Inc. (DBA GroundUp), 8 The Green, Ste A, Dover, DE 19901, and admin@trygroundup.ai. GroundUp may notify the account email or through the Platform. Section 21 reports, invoice disputes, and membership cancellations use their specified channels without mailed notice. Keep business and billing contacts current.

20. General terms

These Terms and controlling signed agreements are the entire agreement on their subject. Customer may assign only with GroundUp's written consent, or through a merger or sale of substantially all relevant assets if the assignee assumes the obligations. GroundUp may assign in those circumstances or to an affiliate. Assignment does not extinguish accrued or surviving obligations. Non-enforcement is not waiver; invalid provisions are narrowed or severed; headings aid reading; no third party is a beneficiary; and English controls to the extent lawful. Electronic signatures and counterparts are accepted. Except for changes valid under Sections 18 and 21.17, signed agreements require amendments signed by both Parties.

21. Manufacturer partnerships

This section applies to manufacturer participation. It does not set a standard fee rate for all manufacturers.

21.1 Participation and independent responsibilities

Manufacturer means a manufacturer supplying information, products, or services through GroundUp. Sections 21.3–21.11 and 21.16–21.17 apply to relationships established by a signed Manufacturer Partnership Agreement, including one titled Manufacturer Partner Agreement. Sections 21.12–21.13 govern Manufacturer Materials and recipients regardless of Fees. The MPA specifies the negotiated percentage fee rate applied to Eligible Manufacturer Contract Value; these Terms establish no universal standard rate, subject to Section 21.17.

GroundUp is a lead connector and Platform provider, not a manufacturer, seller, dealer, or broker, and cannot bind either transaction party. Manufacturer independently decides whether to quote or accept and handles pricing, customer contracts, products, performance, and customer funds. GroundUp does not manufacture, engineer, transport, install, or warrant products, or receive, hold, or disburse customer funds without a separate lawful signed arrangement. Neither the relationship nor a connection-fee label avoids applicable legal requirements. The Parties are independent contractors; no employment, agency, partnership, fiduciary relationship, or joint venture arises. Neither may commit the other without written authority.

21.2 Definitions

Developer means a project owner, developer, purchaser, or authorized representative, including the entity for that opportunity. **Project** means an identifiable development opportunity described by available site, parcel, development, building, unit, phase, or similar information, including related scope under Section 21.4. Developer identity alone does not define a Project.

Introduction means GroundUp's first documented disclosure of enough information to identify Developer and Project, through the Platform, email, a project package, meeting, or another recorded communication. The **Introduction Date** is when that disclosure is made available and notice is delivered to Manufacturer's designated contact or authorized account. Storage in the Platform alone is insufficient. **GroundUp-Attributed Project** means a qualifying Project introduced during the MPA term under Sections 21.3–21.4, excluding substantiated pre-existing scope or written exclusions. Otherwise, attribution requires separate written confirmation.

Covered Order means a binding contract, accepted purchase order, or documented binding commitment for identified products and committed scope between Manufacturer and Developer on an attributed Project, including routing under Section 21.11. Quotes, non-binding reservations, forecasts, letters of intent, and optional quantities alone are not Covered Orders.

Production means documented release of an accepted order into actual fabrication or binding order-specific procurement, excluding preliminary design, estimating, tentative slots, or forecasting. **Customer Deposit** means money actually received

from or for Developer and applied to a Covered Order, including receipts by a Covered Factory or entity acting for Manufacturer. It qualifies as non-refundable only to the extent lawfully retainable under the customer contract and law. Fully refundable reservations and independent escrow funds awaiting an unmet release condition do not qualify.

Eligible Manufacturer Contract Value means binding monetary consideration for committed manufacturer products satisfying Section 21.5, applying the MPA's inclusions, exclusions, currency, and allocation rules. Unless the MPA states otherwise, it includes manufactured products and factory-installed options net of contractual discounts, and excludes separately itemized taxes, land, site work, delivery, installation, financing charges, refundable amounts not applied to price, and optional quantities. A deposit evidences the trigger; it neither replaces the eligible full committed value nor counts twice.

Manufacturer Connection Fee or **Fee** means the agreed percentage multiplied by Eligible Manufacturer Contract Value. An ambiguous or missing percentage rate or calculation scope requires signed confirmation before assessment; invoices and portal entries cannot supply it. The Fee applies only to committed scope satisfying Section 21.5. MPA references to Platform Fees or project-attribution fees mean this Fee unless expressly different.

Covered Factories are those identified in the MPA or a mutually confirmed written list. **Controlled Affiliate** means an entity Manufacturer directly or indirectly controls through majority voting ownership or power to direct management. **Business Day** excludes Saturdays, Sundays, and U.S. federal holidays.

21.3 Pre-existing project relationships

A Pre-Existing Project Relationship requires Manufacturer's substantive engagement with Developer on the specific Project before Introduction. A general relationship, CRM contact, other project, awareness, mailing-list entry, or generic inquiry is insufficient. Raise a claim promptly after receiving enough information to identify the Project and check records, ordinarily before a substantive quote, through the designated portal or admin@trygroundup.ai. Identify the Project, prior engagement, and reasonably available contemporaneous evidence predating Introduction. No fixed hourly deadline applies. Explain a late claim; supported claims are not rejected solely for delay. Deliberate concealment or falsification is a material breach.

GroundUp will review reasonably and in good faith, request relevant evidence when needed, give a written determination and basis identifying its scope, and allow a reasonable response. Pending review, attribution is provisional; silence does not conclusively establish it. A substantiated claim excludes the documented Project scope, not unrelated or additional scope. Material new evidence or error may support a corrected determination, preserving history and resulting billing corrections. Disputes follow Sections 21.10 and 16.

Before full Project access, GroundUp may require an authorized representative to review identifying information, check reasonably available records, and disclose known overlaps, and may withhold new access while that review is incomplete. Manufacturer may request identification help or time to check and must promptly correct material errors. A submitted notice records a claim before all evidence is ready, with a reasonable opportunity to supplement. Receipt times must be preserved despite processing delays. Access decisions, factual acknowledgments, drafts, reminders, or review status alone do not waive supported claims, accept orders, trigger Fees, amend agreements, or alter separately resolved scope.

21.4 Attribution period and later phases

Unless the MPA specifies otherwise, the initial attribution period is 24 months after Introduction. A Covered Order accepted within that period remains attributable if its trigger or performance occurs later. If none is accepted, new-order attribution expires unless extended in writing. Repeating an Introduction does not restart the period.

If a Covered Order is accepted in time, attribution continues through completion of that same Project for related phases, buildings, units, expansions, change orders, and replacement orders, including orders accepted after the initial period or MPA termination. Each later order earns its own Fee under Section 21.5; uncommitted future scope is not charged. Same-Project status depends on reliable site, master-plan, approval, procurement, and commercial-continuity evidence. Renaming, new entities, financing, design, or fulfillment locations alone do not reset attribution. Unrelated future projects involving the same Developer or affiliates require their own Introduction or written attribution agreement.

21.5 When the Fee is earned

For an accepted Covered Order, the Fee-Earning Event is the earliest of: receipt of its first non-refundable Customer Deposit; the order becoming legally binding and non-cancelable without a material cancellation charge or other material payment liability; or release into Production. A pre-acceptance deposit triggers only upon acceptance if it then qualifies. Fully refundable deposits do not trigger Fees.

The Fee applies to the Eligible Manufacturer Contract Value committed at that event under the MPA. Only independently committed portions or phases count; framework agreements, forecasts, and optional quantities do not commit future scope. Introductions, leads, submissions, quote requests, quotes, and negotiations alone do not earn Fees. Once earned, a Fee does not depend on completion, delivery, installation, final payment, or profit, subject to Section 21.7 and a signed installment schedule under Section 21.10.1. Failure to report does not postpone the trigger or eliminate Fees. Invoicing follows validation under Section 21.9.

21.6 Calculation and value adjustments

The Project's MPA percentage fee rate and eligible-value basis, protected under Section 21.17, apply to its attributable orders and later phases. Multiply the agreed percentage by Eligible Manufacturer Contract Value. Manufacturer must calculate consistently and support eligible value with contracts, pricing breakdowns, plans, schedules, and change orders as reasonably requested.

Additional eligible scope earns an additional Fee when bindingly committed and satisfying Section 21.5, without a minimum increase threshold. A documented reduction before the trigger reduces the fee base; later reductions follow Section 21.7. Correct measurement or billing errors through reconciliation, credit, or refund. Replacement orders, factory transfers, and reissued contracts cannot duplicate charges; reconcile additional scope and prior credits. Changing the basis requires a signed agreement and does not retroactively reprice previously introduced Projects or earned Fees unless both Parties expressly agree in that writing.

21.7 Cancellation and retained deposits

Cancellation, delay, financing failure, redesign, scope reduction, Developer default, or customer-contract termination does not itself eliminate an earned Fee. If the lawfully retained Customer Deposit covers that Fee, the full Fee remains payable. Retained deposit means funds actually received and lawfully retained, excluding actual or required refunds; Manufacturer costs and affiliate transfers are not deducted. Allocate deposits only once across orders or portions.

If retained deposits are insufficient, Manufacturer may request a good-faith adjustment discussion with supporting cancellation, receipt, retention, and refund records. A shortfall does not automatically reduce or cap Fees. Any adjustment, credit, extension, or settlement requires authorized written agreement. Undisputed sums remain due; reasonable disputes follow Section 21.10. Voluntary refunds or reallocations designed to avoid Fees do not excuse payment. An approved installment schedule must state any different cancellation, refund, and unpaid-balance treatment; otherwise this section applies.

GroundUp will reverse or credit a Fee upon reasonable proof of a timely mandatory statutory rescission, return of all required customer funds, and no lawful Production or otherwise lawfully non-cancelable order. Non-waivable cancellation and refund rights remain. Manufacturer handles customer refunds; GroundUp does not guarantee or fund them.

21.8 Reporting evidence and records

Within five Business Days, Manufacturer must report each Covered Order, deposit, Fee-Earning Event, Production release, material value or committed-scope change, cancellation, refund, reversal, and transfer through the designated portal or, if unavailable, admin@trygroundup.ai. Include Project and Developer, contracting and fulfilling entities, event dates, committed scope, applicable eligible value, deposit amount and refundability, and relevant changes. Report Eligible Manufacturer Contract Value with its inclusions, exclusions, discounts, currency, and allocation. Supply reasonably sufficient contemporaneous contracts, orders, pricing or product schedules, deposit evidence, release records, and adjustment records to verify the facts.

Report known facts on time despite disputed attribution, restricted access, or incomplete documents; identify uncertainties and supplement promptly. Preserve event and correction history. Manufacturer must disclose each Covered Factory's normal deposit and refundability terms during onboarding and update changes; actual order terms and law determine the trigger. It

may redact unrelated sensitive or commercial information, but not facts needed for verification.

Attribution, contract, bank, deposit, cancellation, billing, and dispute evidence is confidential administrative material. GroundUp may use and retain it only for verification, relationship and fee administration, reconciliation, disputes, security, enforcement, and law, with access limited to authorized recipients owing confidentiality. Submission grants no public-display, competitor-distribution, catalog, or model-training permission. Authorized contract parties may access their shared contract, not separate evidence, invoices, or unrelated records. These restrictions control broader Section 4 or 21.12 permissions. Retention for these purposes and legal holds survives account closure and user-facing removal.

Manufacturer must retain relevant records for at least three years after the later of the last fee trigger or order cancellation/completion, and through any notified unresolved dispute. On reasonable written notice, provide relevant extracts or confidential review by GroundUp or an independent bound professional, during business hours without unnecessary disruption. Review is limited to agreement compliance, ordinarily once per 12 months unless material discrepancies or credible under-reporting evidence justify more. GroundUp pays ordinary costs; Manufacturer reimburses reasonable documented costs for established under-reporting exceeding 5% of properly due Fees, subject to dispute rights.

21.9 Order validation

GroundUp may reasonably validate attribution, orders, triggers, and applicable eligible value from Manufacturer records, Platform activity, Developer confirmations, permits, planning records, and other reliable evidence. A permit, forecast, or statement alone is not proof of every required element. Before invoicing primarily on third-party evidence, disclose the material basis and calculation and allow at least ten Business Days for correction or contrary records, reasonably considering supported extension requests.

If required records are missing, a reasonable, disclosed evidence-based estimate may be used subject to correction, excluding uncommitted phases. Silence does not make findings conclusive. GroundUp must review the agreement, scope, events, and calculation before issuing an invoice and preserve adjustments without duplicate recovery. A draft, internal review, or delay neither demands payment nor changes the fee trigger or invoice period. Corrections, credits, and disputes follow Sections 21.6, 21.10, and 16.

21.10 Invoices disputes and delinquency

A validated invoice identifies Project, fee basis and rate, chargeable Eligible Manufacturer Contract Value, trigger, and adjustments. Unless the MPA or signed installment schedule states otherwise, undisputed invoices are payable in U.S. dollars within 15 calendar days after issuance and delivery to the billing contact, by ACH, wire, or an agreed method. GroundUp must retain reliable delivery records; drafts, sending attempts, and provider statuses alone do not start the period. Manufacturer must maintain billing contacts and report inaccessible or incorrect invoices promptly.

Submit a good-faith invoice dispute through the designated portal function or admin@trygroundup.ai within ten calendar days after receipt, identifying the invoice, amount, grounds, and available evidence. Preserve submission receipts; email is the fallback if the portal fails. Pending attribution claims do not suspend unrelated or undisputed charges. Work promptly and in good faith toward resolution, then Section 16 if necessary. No late charge or collection applies to reasonably disputed sums during cooperation. Resolved payable sums are due within ten calendar days unless otherwise agreed. The initial deadline does not bar demonstrable billing errors or facts not reasonably discoverable in time.

GroundUp may use Stripe or another processor for its own Fees, with required verification and separate payment authorization. This does not authorize custody of Developer funds or automatic debits. Credit payments only upon verified receipt and allocation; apply partial payments, credits, excess payments, and refunds once. Returned or reversed payments restore only the resulting unpaid balance, subject to valid disputes and adjustments. Notify Manufacturer of material reversals or discrepancies and reasonably reconcile unmatched funds. Do not pursue late charges or collection on reasonably evidenced timely initiated payments during good-faith processing or reconciliation unless payment fails or reverses.

After an undisputed overdue balance remains unpaid five Business Days following written delinquency notice, GroundUp may charge simple interest from the end of that period at the lesser of 1% monthly or the lawful maximum, suspend new Introductions or access subject to Section 12, and recover reasonable documented collection costs, including reasonable legal fees, as law permits. No automatic percentage collection penalty applies. Suspension preserves obligations. A discretionary

adjustment request alone does not stay payment without a reasonable dispute about contractual liability.

21.10.1 Optional installment plans

Manufacturer may request installments for specified Covered Orders. Approval requires GroundUp's consent and a schedule signed by authorized representatives of both Parties before the applicable Fee-Earning Event. Identify Project, orders and scope, agreed standard rate and basis, installment rate, total Fee or calculation, payment triggers and deadlines, reporting, and cancellation, refund, and unpaid-balance treatment. There is no automatic installment entitlement.

The installment rate is the agreed standard percentage rate plus **1 percentage point** on the same eligible fee basis, assessed once for the covered scope. The increase is not a percentage of the standard rate. It applies only to scheduled scope; other orders and phases keep their own rates.

Unless both Parties expressly agree otherwise in a signed schedule, approved plans match the percentages of the customer's payment tranches for the covered scope as Manufacturer actually receives those payments, including the qualifying deposit. Each installment equals the corresponding percentage of the total Fee for that scope and is due within **15 calendar days after Manufacturer receives the corresponding customer payment**, using the same 15-day payment period as standard invoices under Section 21.10. This period begins no earlier than the applicable Fee-Earning Event. Allocate partial receipts proportionately, exclude payments outside the covered scope or eligible fee basis, and avoid duplicate charges. GroundUp must issue and deliver a validated invoice before enforcing delinquency remedies; invoice timing does not restart the 15-day period, and Section 21.10's dispute protections apply.

The Fee remains earned under Section 21.5. Section 21.7 governs cancellation, refunds, shortfalls, and remaining earned balances unless the schedule expressly varies it. The schedule must address those outcomes so a receipt-linked arrangement does not leave the final balance or due date undefined.

For an undisputed installment more than five Business Days overdue after written delinquency notice, GroundUp may accelerate remaining earned, unpaid, undisputed Fees, subject to Section 21.10 and any express schedule limitation. Prepayment carries no additional charge, subject to legally required rebates. Automatic debits require separate authorization; schedule changes require both Parties' signatures.

21.11 Factories affiliates and transfers

Fulfillment may be allocated among Covered Factories and Controlled Affiliates consistent with law and customer commitments. Routing, referral, assignment, subcontracting, or transfer through an affiliate, successor, or entity acting for Manufacturer does not defeat attribution or Fees, even if another such entity contracts or receives funds. Manufacturer remains responsible for reporting, Fees, and access to relevant records.

Before disclosing non-public Project information for an unrelated transfer, disclose the proposal and obtain GroundUp's written consent. Transfers cannot evade Fees. Manufacturer remains responsible unless GroundUp releases it or signs a replacement allocation. An unrelated recipient is not bound without agreement. No duplicate recovery applies. Changes of entity, factory, contract form, Project name, or payment routing do not reset attribution or permit undisclosed fee-base reductions.

21.12 Manufacturer Materials and permissions

Manufacturer Materials include authorized plans, designs, models, BIM/CAD, specifications, images, product/factory information, and trademarks, excluding Section 21.8 administrative evidence. Manufacturer and licensors retain ownership, including designs embedded in outputs. During the relationship, Manufacturer grants a non-exclusive, royalty-free license to host, reproduce, format, process, adapt, transmit, display, and use materials as reasonably needed for discovery, matching, feasibility, conceptual planning, Project packages, quoting, and facilitating its orders. Conversion, resizing, extraction, and conceptual layouts are permitted; independent manufacture, construction, or material product misrepresentation is not. Bound service providers may act solely for GroundUp; Developers receive only Section 21.13 rights. Use trademarks only for permitted identification and reasonable supplied brand rules.

Honor documented public, developer-visible, recipient/Project-restricted, or internal-confidential designations. Non-public engineering, internal pricing, capacity, and reasonably confidential material is not public merely because uploaded. Clarify uncertain designations before public display. GroundUp's review is no accuracy or compliance certification. Manufacturer must

correct material inaccuracies and promptly identify obsolete, unsafe, infringing, or withdrawn materials.

After withdrawal or termination, cease new public display and Project distribution within a reasonable period. Authorized recipients may retain materials only for existing Projects involving Manufacturer; GroundUp may retain relevant copies for those Projects, legal records, disputes, and law. Identified unlawful or infringing uses must cease promptly. Retained copies remain confidential and restricted. Sections 5 and 6 continue, including separate consent for foundation-model training on non-public materials.

21.13 Limited Developer use of Manufacturer Materials

Recipients may view and use Manufacturer Materials only to evaluate, plan, obtain advice on, and pursue the related Project involving that Manufacturer, including conceptual layouts and packages. Share only with necessary advisers and participants bound by equivalent use and confidentiality duties; the recipient is responsible for their compliance. Preserve ownership notices and restrictions. Independent manufacture, construction, sale, licensing, commercialization, construction-ready submissions, or procuring a competing reproduction requires the rights holder's separate written license. Outputs are not approved engineering or construction documents and require professional review. When pursuit with Manufacturer ends, substantive use must cease except legal, compliance, and dispute retention.

21.14 Manufacturer representations and responsibilities

Manufacturer represents and warrants that it has authority to perform the MPA and the rights to supply materials and grant the permitted licenses, and will maintain legally required licenses, permits, certifications, approvals, and insurance for undertaken work. Provide materially accurate factory, product, capability, service-area, certification, pricing-assumption, capacity, and schedule information, disclose qualifications, and promptly correct changes or inaccuracies. Do not knowingly or recklessly mislead or conceal material order restrictions.

Manufacturer evaluates suitability, verifies codes and standards, complies with law, negotiates customer contracts, handles deposits/refunds, and performs manufacturing, transport, delivery, installation, warranties, and other agreed services. GroundUp communications, estimates, reviews, and matching neither relieve those duties nor create product warranties.

21.15 No guaranteed business

GroundUp guarantees no minimum volume, value, type, location, timing, or frequency of leads, Projects, quotes, orders, or revenue. Manufacturer need not quote or accept. Membership is non-exclusive unless signed otherwise. Membership or listing charges require a signed agreement or affirmatively accepted order; this does not waive earned Fees or separately purchased services.

21.16 Membership termination and survival

Unless the MPA states otherwise, membership continues from its effective date until Manufacturer's cancellation email is received at admin@trygroundup.ai, or a later specified date, or GroundUp terminates under the MPA or Section 12. New Projects cannot become attributable after termination without a new written agreement.

Previously introduced Projects retain their original attribution periods and qualifying later-phase treatment under Section 21.4. Necessary reporting, records, validation, calculation, adjustment, payment, cancellation, dispute, and transfer duties survive, as do applicable confidentiality, ownership, continuing materials uses, indemnity, and liability provisions. GroundUp will preserve authorized administrative access or an alternative channel for required reports, disputes, invoices, receipts, and payments; this grants no unrelated or protected Project access. Email remains available if portal access ends.

21.17 Prospective pricing and commercial term changes

Only where the signed MPA permits prospective rate changes may GroundUp change rates for newly introduced Projects on reasonable prior written notice to primary and billing contacts specifying rate and effective date. Otherwise obtain a signed amendment. Manufacturer may cancel beforehand, subject to existing obligations.

Previously introduced Projects retain their assigned basis and rate through the initial attribution period and every attributable order or later phase under Section 21.4. This is the price-protection period for an MPA using that term. Expiry does not reprice

protected scope. Existing triggers, calculation, cancellation, attribution, and payment rules remain unchanged without both Parties' express signed agreement. Other material manufacturer commercial changes require affirmative acceptance by an authorized representative before applying to new Projects, except expressly permitted rate notices. Administrative changes may follow Section 18 only without altering protected rights or materially increasing existing-Project duties. An older MPA requiring both Production and a qualifying deposit still controls until signed amendment; posting or continued use does not replace it or another conflicting signed term.