

PAY AT CLOSE AGREEMENT

This Pay At Close Agreement, including the Pay At Close Form, which is hereby incorporated by this reference (this “**Agreement**”), is a binding agreement between Spectora Inc., a Delaware corporation (“**Spectora**”) and the person or entity listed as the “**Client**” in the Pay At Close Form (“**Client**”).

A. Pursuant to a separate agreement between Client and the person or entity listed as the “**Inspection Company**” in the Pay At Close Form (“**Inspection Company**”) (the “**Inspection Agreement**”), Inspection Company has performed certain home inspection services on the date set forth in the Pay At Close Form and rendered a home inspection report with respect to the property located at the address set forth in the Pay At Close Form (the “**Inspection**”) and Client has agreed to pay Inspection Company’s invoiced fees for the Inspection (the “**Inspection Fees**”).

B. By electing to use the Pay At Close service (the “**Pay At Close Service**”) and electronically signing the Pay At Close Form, Spectora will pay the Inspection Fees to Inspection Company following receipt of an invoice for the same pursuant to its policies and terms and conditions applicable to Inspection Company, and Client will cause the person or entity listed as the “**Title Company or Closing Attorney**” in the Pay At Close Form (the “**Closing Agent**”) to pay and reimburse Spectora for the Inspection Fees at the closing of Client’s acquisition of the property (the “**Closing**”) on the terms and subject to the conditions set forth in this Agreement; provided, that if Spectora has not received the Inspection Fees within sixty (60) days of the date of the Inspection, then Client will pay and reimburse Spectora for the Inspection Fees using the Authorized Method of Payment (as defined below).

1. **Binding Agreement.** By electronically signing the Pay At Close Form, Client acknowledges and agrees that he, she or it: (a) has read, understood and agreed to be bound by this Agreement, (b) is of legal age to form a binding contract, (c) has the authority to enter into this Agreement personally or on behalf of the undersigned entity and to bind that entity to this Agreement and (d) the terms and conditions set forth in this Agreement constitute the entire agreement and understanding among the parties hereto with respect to the Pay At Close Service.

2. **Client’s Responsibilities.**

(a) **Client is solely liable for all Inspection Fees.** Client acknowledges and agrees that he, she or it is solely responsible and liable for the payment of the full amount of the Inspection Fees when due, without set-off, deduction or counterclaim. The Inspection Fees are due and payable in full on the earlier to occur of (x) the Closing and (y) the date that is sixty (60) days following the date of the Inspection. If the closing is cancelled, the outstanding balance is immediately due, and Spectora has the right to charge to the Method of Payment. CLIENT ACKNOWLEDGES AND AGREES THAT SPECTORA IS NOT A PARTY TO, AND HAS NO LIABILITY UNDER THE INSPECTION AGREEMENT. IF CLIENT HAS A CLAIM AGAINST INSPECTION COMPANY UNDER OR IN CONNECTION WITH THE INSPECTION OR THE INSPECTION AGREEMENT, CLIENT AGREES, AS BETWEEN SPECTORA AND THE INSPECTION COMPANY, TO LOOK SOLELY TO THE INSPECTION COMPANY. CLIENT HEREBY RELEASES SPECTORA FROM ANY LOSSES, DAMAGES, FINES, CLAIMS OR CAUSES OF ACTION THAT CLIENT MAY HAVE ARISING UNDER OR IN CONNECTION WITH THE INSPECTION OR THE INSPECTION AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT AGREES NOT TO ASSERT ANY RIGHT TO SET-OFF, DEDUCT OR MAKE A COUNTERCLAIM WITH RESPECT TO THE PAYMENT OF THE INSPECTION FEES.

(b) **Client is responsible for authorizing the Closing Agent to pay the Inspection Fees to Spectora at Closing.** Client agrees to instruct the Closing Agent to pay the Inspection Fees to Spectora at Closing. Client irrevocably consents to Spectora contacting the Closing Agent, with or without notice

to Client, and directing the Closing Agent to pay the Inspection Fees to Spectora at the Closing. In connection with the foregoing, Client agrees to (i) execute and deliver to the Closing Agent any reasonably requested documents, instruments, certificates or authorizations, including the authorization form provided by Spectora, (ii) cooperate with all reasonable requests made by or on behalf of Spectora or the Closing Agent and (iii) provide all reasonably requested information in Client's possession or control.

(c) **Client is responsible for providing and maintaining a valid Method of Payment.** Client acknowledges and agrees that, as a condition to use the Pay At Close Service, Client is required to (i) enter and maintain the payment and billing information for a valid credit card (the "**Method of Payment**") with a third-party vendor that processes payments to Spectora (the "**Payment Processor**") and (ii) if required by the Payment Processor, register and create an account with the Payment Processor and agree to the Payment Processor's terms of service (to which Client acknowledges that Spectora is not a party). Client represents to Spectora that all of the payment and billing information with respect to the Method of Payment is current, accurate and complete. If Client discovers that any such information is not current, accurate or complete or the Method of Payment expires or is reported lost or stolen, Client agrees to update the Method of Payment with the Payment Processor immediately so that the Method of Payment is valid.

(d) **Client authorizes Spectora to charge the Method of Payment for any unpaid Inspection Fees.** Client irrevocably authorizes Spectora to put a hold on the Method of Payment for \$0.50 to validate the card and to charge for the full amount of unpaid Inspection Fees if Spectora has not received payment of all Inspection Fees by the earlier to occur of (x) the date that is sixty (60) days following the date of the Inspection and (y) the date that is ten (10) business days following the date of the Closing. Client authorizes the issuer of the Method of Payment to pay the full amount of Inspection Fees. If the closing is cancelled, the outstanding balance is immediately due, and Spectora has the right to charge to the Method of Payment.

(e) **Client agrees to pay if the Method of Payment is declined.** If the Inspection Fees are not paid in full by the issuer of the Method of Payment for any reason, then all unpaid Inspection Fees shall become immediately due and payable and Client agrees to pay all such unpaid Inspection Fees immediately in accordance with the payment method or payment instructions provided by Spectora.

(f) **Client is responsible for providing Spectora with accurate and complete information regarding the Closing.** Client represents and warrants to Spectora that (i) all of the information set forth in the Pay At Close Form is current, accurate and complete and (ii) all of the information that Client provides to Spectora subsequent to completing the Pay At Close Form will be current, accurate and complete. If Client discovers that any such information is not current, accurate or complete, Client agrees to notify Spectora immediately and provide or correct any such information by emailing Spectora at payatclose@spectora.com. For example, if there is a change in the "Closing Date" or "Closing Agent" in the Pay At Close Form, Client will immediately notify Spectora of such change by emailing Spectora at payatclose@spectora.com.

(g) CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE PAY AT CLOSE SERVICE IS NOT A LOAN TRANSACTION AND THE INSPECTION FEES DO NOT CONSTITUTE DEBT AND (II) CLIENT'S OBLIGATION TO PAY THE INSPECTION FEES IS IN CONSIDERATION FOR SERVICES PERFORMED.

(h) CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS SPECTORA AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND AGENTS FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTIONS, LOSSES, DAMAGES, FINES, COSTS AND

EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH: (I) ANY BREACH OF THIS AGREEMENT BY CLIENT; (II) ANY INACCURACY IN ANY INFORMATION PROVIDED BY CLIENT IN CONNECTION WITH THIS AGREEMENT; (III) THE DISTRIBUTION OR DISBURSEMENT OF THE INSPECTION FEES BY THE CLOSING AGENT TO ANY PERSON OTHER THAN SPECTORA OR (IV) ANY CLAIMS BY INSPECTION COMPANY OR ANY THIRD PARTY IN CONNECTION WITH THE INSPECTION OR THE INSPECTION AGREEMENT.

3. General Provisions.

(a) Client may not assign this Agreement (or the Pay At Close Form) without the prior, express, formal written consent of Spectora. Any non-permitted assignment is void *ab initio*. This Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

(b) This Agreement is governed by the laws of the State of Colorado and the United States without regard to conflicts of laws provisions.

(c) Waivers must be signed by the waiving party's authorized representative and cannot be implied. Without limiting the generality of the foregoing, Spectora's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Spectora's right to subsequently enforce such provision or any other provisions of this Agreement. If any word, phrase, term, condition or other clause or provision of this Agreement is held invalid, illegal, or unenforceable, such word, phrase, term, condition or other clause or provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity, illegality or unenforceability of the remainder of this Agreement.

(d) SPECTORA'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE INSPECTION FEES. SPECTORA WILL HAVE NO LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE. THE WAIVERS AND LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, UNDER STATUTE, IN STRICT LIABILITY, OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

(e) The parties are independent contractors, not agents, partners, or joint venturers. Spectora is not a lender and Client is not a borrower under this Agreement.

(f) The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**"), under the provisions of this Section 3(f). The procedures set forth in this Section 3(f) shall be the exclusive mechanism for resolving any Dispute that may arise from time to time, and Section 3(f)(ii) is an express condition precedent to binding arbitration of the Dispute.

(i) Client AND SPECTORA MUTUALLY AGREE TO WAIVE RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW.

(ii) A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by

submitting the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(iii) If the parties cannot resolve any Dispute for any reason, including, but not limited to, the refusal of a party to meaningfully participate in mediation or the failure of the parties to come to a resolution through mediation, then, within fifteen (15) days after the date on which the Dispute Notice was received by the other party, either party may commence binding arbitration in accordance with the provisions of this Section 3(f)(iii). Claims shall be heard by a single arbitrator. The place of arbitration shall be Denver, Colorado. The arbitration shall be governed by the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules of the State of Colorado or of any other jurisdiction. Depositions shall be limited to a maximum of three per party or as otherwise determined by the arbitrator. Each deposition shall be limited to a maximum of seven hours duration unless otherwise determined by the arbitrator. Time is of the essence for any arbitration under this Agreement and, unless expressly waived by the parties or if the arbitrator is unable to provide for arbitration within that time, arbitration hearings shall take place within one hundred eighty (180) days of filing and awards rendered within two hundred and forty (240) days. The arbitrator shall agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of its reasonable attorneys' fees. Except as may be required by law, neither party nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share, including deposits, for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence, argument, or challenge evidence at arbitration. In such event, at the arbitrator's discretion, it may require the other party to present evidence and argument or enter an award in favor of the other party without requiring it to present evidence and argument as the arbitrator may require for the making of an award.

(iv) For purposes of this Section 3(f), all notices shall be deemed given upon: (A) personal delivery or (B) seven days after sending via certified, registered mail, or deposit with a globally recognized courier. Spectora may also provide notices to Client electronically to the email address set forth in the Pay At Close Form, which will be deemed given to Client upon dispatch including if the last email address provided to Spectora is invalid, or for any reason that any such notice is not capable of delivery to Client. Client may update its address with notice to Spectora in accordance with this Section 3(f)(iv). Client is responsible for providing Spectora with its most current email address and updating it as applicable. Client may give Spectora notice at payatclose@spectora.com. Such notice will be deemed given when received by Spectora by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the foregoing address.