

End-User Terms and Conditions **Website and Content License Agreement (“Agreement”)**

Introduction:

Thank you for visiting the Building Data (“**BD**”) Website (“**Website**”). We request that You read these terms and conditions carefully as Your use of the BD Website, Content, and Services (as defined below) is an explicit acceptance thereof and is a binding contract between You and BD. You agree to be bound by this contract regardless of the manner in which You acquired or obtained Your access to the Website, or use of the Content. **If You do not agree with all of the terms and conditions set forth in this Agreement, please do not use this Website or Content.**

Definitions:

As used in this Agreement:

“**Licensor**,” “**BD**,” “**we**,” “**us**,” and “**our**” means Building Data, LLC and its parent and subsidiary companies, and each of their respective employees, officers and directors; and “**Licensee**,” “**You**,” “**Your**,” and “**user**” means the individual or entity on whose behalf this Agreement is accepted and its employees, contractors and end-users of the Content, the Website or Services.

“**Content**” shall mean any information collected and compiled by Licensor and accessible electronically via the Website, including information compiled as electronic files (the “**Data Files**”) solely for use in connection with the Programs, along with any BD software, application interfaces, and related media, documentation, and web-based materials provided through the Website to facilitate Your access to and use of such information.

“**Programs**” shall mean BD software programs and applications, or third-party software programs and applications licensed by BD to use the Content in connection with the operation of such program or application.

License Requirements:

In addition to your acceptance of these Terms and Conditions, Your use of Content and Data Files and access through the BD Website is conditioned on Your current and valid license to at least one of the following:

- BD License: A license agreement with BD or TSI to access and use BD Programs and payment of the required License Fee as provided therein.
- Third Party License: A license agreement with a third party provider of Programs cross-licensed to work with or to use BD Programs and content ("Third-Party License"), and payment of all applicable fees and royalties.

You represent and warrant to BD that You satisfy this condition.

Subject to Your acceptance of and compliance with these Terms and Conditions You are granted a limited, restricted license on the terms and conditions set forth in this Agreement: (i) to access and use the Content through the BD Website during the Term (as defined below) in connection with Your authorized and lawful use of one (1) seat license or, alternatively, one (1) computer station license to run the Programs; (ii) to incorporate Content information into screens, tables, graphs, diagrams, and other output in any form of media produced by the Programs and in connection with such use. These licensed rights are personal to You, non-transferable, non-sub-licensable, non-exclusive, and may be terminated as provided herein.

Ownership:

The access to and use of the BD Website, Content, and Data Files are licensed to You, not sold. As between You and BD, BD is and shall remain the sole owner of all rights to the Website, Content and Data Files, including without limitation the patents, copyrights, trademarks, designs, and other intellectual property rights in and to the information, data, and other content (including any previously delivered content), layout, functions, and appearance of the screens and reports, the Data Files, the computer software programs and interfaces. By downloading, accessing or using the Content or Data Files, You do not and shall not acquire any ownership in the Licensed Content or any part thereof, including any information voluntarily provided by You to Licensor or that is incorporated into the Content or Data Files.

The Content and the Data Files contain information created and maintained by Licensor at great effort and expense, and the Content structure and function which was created and maintained by the Licensor is unique and commercially valuable. To the fullest extent recognized by current and future law, You agree that the information, function, design, and layout of the Content and Data Files are and will remain a protectable asset of BD. To the extent, if any, that any copyright or other right in the Content or Data Files may be deemed held by You, not Licensor, by operation of law or arising from Your use of the Licensed Materials, You hereby irrevocably assign, without need for any

additional writing or compensation, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Your right, title and interest in any such copyrights or other proprietary right of any kind in any of the Content or Data Files, to Licensor.

Restrictions:

The Content and Website are protected by copyright laws. You agree and warrant to BD that You shall not:

- Copy, disclose to third parties, or use the Content, or any portion thereof, except in the operation and use of the Programs;
- Decompile, disassemble, or reverse engineer the Content, or make any attempt to examine or modify the source code or primary Content structure or files, or identify or de-encrypt any passcode, identifier, or other access key;
- Use the Content with multiple copies of the Programs in a manner that exceeds that allowed under the License granted above;
- Modify or adapt the Content or merge it into another program;
- Place the Content or password or other access key onto a server so that it is accessible via a public network such as the Internet;
- Sublicense, rent, lease or lend any portion of the Content; or
- Use the Content for purposes competitive with BD.

Harrison Publishing House Content:

If your license for BD Programs includes data accessed under a Harrison Publishing House (“**HPH**”) End User License Agreement, you further agree and warrant that you shall not:

- Use HPH-provided data (“**HPH Data**”) for any purpose except with the BD Programs, including without limitation in any transaction, API call, or digital or other communication or reference with any other software application;
- Reverse engineer HPH Data;
- Use HPH Data for any purpose competitive with HPH, including without limitation to create alternate building material product identification codes or databases;
- Modify or create derivative works from or using HPH Data; or
- Disclose or provide access to HPH Data to any other person or third party.

Confidentiality:

You agree that the Content includes material that is confidential and commercially valuable to the Licensor. Any unauthorized access, use, reproduction, retransmission, disclosure or dissemination of the content, functions, design, and layout of the Content and Data Files without the express written permission of Licensor is prohibited. Licensee will immediately give notice to Licensor of any unauthorized use or disclosure of Licensor's Content or Data Files. Licensee agrees to assist Licensor in remedying any such unauthorized use or disclosure of Licensor's Content or Data Files. Licensee shall not use or communicate the content, functions, design, and layout of the Content and Data Files in violation of the proprietary rights of any third party.

Limitation on Use:

Your rights are limited to those expressly granted to You herein. Licensor reserves all rights not expressly granted to You herein. Except as expressly permitted by Licensor in a separate writing, in no event may you offer to others any information retrieved from the Data Files for commercial purposes, or as part of a subscription service or similar arrangement. You agree that You will not use or permit the use of the information retrieved from the Data Files to develop or create a Content of information to be sold, licensed or made otherwise commercially available. You further agree that you will not use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information, and You will not interfere with or attempt to interfere with the proper working of the Data Files or to contest Licensor's ownership of or rights therein.

Disclaimer:

Licensor will endeavor to keep the Content and Data Files updated and accurate; however, the Content and Data Files are comprised of voluminous information that often changes. Accordingly: (i) LICENSOR CANNOT AND DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR DATA FILES, (ii) YOU AGREE THAT LICENSOR WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY ADVERSE CONSEQUENCES ARISING AS A RESULT OF THE INACCURACY OR INCOMPLETENESS IN THE CONTENT OR DATA FILES. THE CONTENT AND DATA FILES ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE CONTENT, DATA FILES, WEBSITE, OR ANY APPLICATIONS WILL MEET YOUR

REQUIREMENTS, WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE, OR WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

Limitation of Liability:

If You believe that we have breached any provision of this Agreement, and Licensor cannot resolve your concerns within 7 days of its receipt of written notice, YOUR SOLE AND EXCLUSIVE REMEDY IS TERMINATION OF THIS LICENSE BY WRITTEN NOTICE TO LICENSOR, AND REFUND OF A PRO-RATED PORTION OF THE FEES YOU HAVE PAID, IF ANY. WITHOUT IN ANY WAY LIMITING AND NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.

Term and Termination:

The term of Your license is 12 months or until earlier terminated under the specific terms and conditions contained herein. You may renew Your license under the terms of this Agreement upon payment of the renewal License Fee with submission of a notice of intent to renew thirty (30) or more days prior to the termination of the license term, subject to the acceptance of Your request to renew by Licensor. Licensor may terminate this Agreement, with or without cause, at any time upon ten (10) days prior written notice to You. Licensor also may terminate this Agreement immediately upon notice to You of Your material breach and/or upon any acts of gross misconduct by You violating this Agreement. Upon expiration of a term, or termination by Licensor, You agree that access to the Content and Data Files will be automatically terminated. You agree to immediately cease all use of the Content, Data Files or any part thereof. In addition, You agree to (a) return any and all portions of the Content and Data Files downloaded or transmitted to You, or (b) upon Licensor's written request, certify destruction of any and all portions of Content and Data Files downloaded or transmitted to You. You specifically agree that Your continued use of the Content or Data Files after Termination under this paragraph is grievous harm to Licensor and shall entitle Licensor to recover damages.

Governing Law:

This Agreement is governed by the law of the State of California as an agreement entered into and performed in California. You agree that any action to enforce this Agreement shall be brought in the state or federal courts in Santa Clara County, California, and those courts will have jurisdiction to hear such disputes, and you waive

the right to claim that jurisdiction is inconvenient. You shall not bring any action or proceeding based on this Agreement or use of the Content or Data Files more than one (1) year after the cause of action accrues. The prevailing party in any such action shall have its legal fees and associated expenses paid by the non-prevailing party.

Indemnification:

You agree to indemnify, defend, and hold Licensor, its officers, directors, employees, and contractors harmless from and against any and all claims, liabilities, demands, causes of action, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs of suit, arising out of or in connection with your use of the Content or Data Files, and any breach of this Agreement by You.

Modifications:

Licensor may, without notice to You, make changes, modifications, adaptations, or revisions to the Content or Data Files in its sole discretion. Licensor shall own all rights in any such changed, modified, adapted or revised material. You shall not modify, reverse engineer, decompile, translate, or repurpose the Content or Data Files.

Additional Agreement:

You agree to abide and accept all policies and terms of use included herein. Such policies and terms may change from time to time and Licensor will post notices of any such changes. You are advised to read all such posted materials. You agree that failure to comply with such policies and terms shall be a breach of this Agreement, and may result in the immediate termination of Your rights to access the Content or Data Files.

Miscellaneous:

This Agreement constitutes the entire agreement between You and the Licensor and supersedes any term or representation in all other documents, except as specified herein. If any provision of this Agreement is held unenforceable or invalid, the remaining provisions shall nevertheless be binding upon the respective parties hereto with the same effect as though the invalid or unenforceable provision was deleted. No delay by the Licensor in the enforcement of, or failure to enforce, any provision or right hereunder shall operate as a waiver of such right. You may not assign this Agreement or delegate any right hereunder without the prior written consent of the Licensor.

Notices:

Licensor may give notice to users of the Content, Data Files, or any portion thereof by means of a general notice on the Service, electronic mail to Registered User's e-mail address on record with Licensor, or by written communication sent by first class mail to a Registered User's address on record with Licensor. You may give notice to Licensor and such notice shall be deemed given when received by Licensor at any time by any of the following: letter delivered by Registered Mail postage prepaid mail or Courier to Licensor at the following address: 4470 Yankee Hill Road, Rocklin, CA 95677 or other such address as may be provided by the Company from time to time.

Verify Your Design Data:

You acknowledge and agree that You are responsible for verifying all Content used by You and for the results and outcomes of such use, and BD and its affiliates, agents, licensors, officers, and employees are not responsible for Your use or the results of Your use of the BD Website, Programs, Content, or Data Files.

YOU INDICATE YOU HAVE FULLY READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT BY CLICKING ON "ACCEPT" BUTTON BELOW.

Terms and Conditions PAC | Database License Agreement ("Agreement")

Introduction

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Definitions:

As used in this Agreement:

"**Licensor**," "**BD**," "**we**," "**us**," and "**our**" means Building Data, LLC and its parent and subsidiary companies, and each of their respective employees, officers and directors; and "**Licensee**," "**You**," "**Your**," and "**user**" means the individual or entity on whose behalf this Agreement is accepted and its employees, contractors and end-users of the Database, the Website or Services.

"**Database**" shall mean any information collected and compiled by Licensor, accessible electronically via the Website and compiled as electronic files (the "**Data Files**") solely for use in connection with the Programs, along with any BD software, application interfaces, and related media, documentation, and web-based materials provided through the Website to facilitate Your access to and use of such information.

"**Programs**" shall mean software programs and applications licensed to use the Database in connection with the operation of such program.

License:

Subject to Your acceptance of the TSI proposal that includes the subscription of BD TSI software configuration and access to the hosted program, and payment of the License Fee provided therein, You are granted a restricted license on the terms and conditions set forth in this Agreement: (i) to access and use the Database through the BD Website during the Term (as defined below) in connection with Your authorized and

lawful use of one (1) seat license or alternatively one (1) computer station license to run the Programs; (ii) to incorporate Database information into screens, tables, graphs, diagrams, and other output in any form of media produced by the Programs and in connection with such use. Your licensed rights are personal, non-transferable, non-sub-licensable, non-exclusive and may be terminated as provided herein.

Ownership:

The Database is licensed to You, not sold. As between You and BD, BD is the sole owner of all rights to the Website and Database, including without limitation the copyrights, trademarks and other intellectual property rights in and to the information, data, and other content (including any previously delivered content), layout, functions, and appearance of the screens and reports, the Data Files, the computer software and interfaces. By downloading, accessing or using the Database or Data Files, You do not and shall not acquire any ownership in the Licensed Materials or any part thereof, including any information voluntarily provided by You to Licensor that is incorporated into the Database or Data Files.

The Database and the Data Files contain information that is created and maintained by Licensor at great effort and expense, and the Database structure and function which was created and maintained by the Licensor is unique and commercially valuable. To the fullest extent recognized by current and future law, You agree that the content, functions, design, and layout of the Database and Data Files are and will remain a protectable asset of BD. To the extent, if any, that any copyright or other right in the Database or Data Files may be deemed held by You, not Licensor, by operation of law or arising from Your use of the Licensed Materials, You hereby irrevocably assign, without need for any additional writing or compensation, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Your right, title and interest in any such copyrights or other proprietary right of any kind in any of the Database or Data Files, to Licensor.

Restrictions:

The Database and Website are protected by copyright laws. You agree that You shall not:

- Copy the Database, or any portion thereof, except in the operation and use of the Programs;
- Decompile, disassemble, or reverse engineer the Database, or make any attempt to examine or modify the source code or primary database structure or files;

- Use the Database with multiple copies of the Programs in a manner that exceeds that allowed under the License granted above;
- Modify or adapt the Database or merge it into another program;
- Place the Database or password or other access key onto a server so that it is accessible via a public network such as the Internet; or
- Sublicense, rent, lease or lend any portion of the Database.

Confidentiality:

You agree that the Database includes material that is confidential and commercially valuable to the Licensor. Any unauthorized access, use, reproduction, retransmission, disclosure or dissemination of the content, functions, design, and layout of the Database and Data Files without the express written permission of Licensor is prohibited. Licensee will immediately give notice to Licensor of any unauthorized use or disclosure of Licensor's Database or Data Files. Licensee agrees to assist Licensor in remedying any such unauthorized use or disclosure of Licensor's Database or Data Files. Licensee shall not use or communicate the content, functions, design, and layout of the Database and Data Files in violation of the proprietary rights of any third party.

Limitation on Use:

Your rights are limited to those expressly granted to You herein. Licensor reserves all rights not expressly granted to You herein. Except as expressly permitted by Licensor in a separate writing, in no event may you offer to others any information retrieved from the Data Files for commercial purposes, or as part of a subscription service or similar arrangement. You agree that You will not use or permit the use of the information retrieved from the Data Files to develop or create a database of information to be sold, licensed or made otherwise commercially available. You further agree that you will not use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information, and You will not interfere with or attempt to interfere with the proper working of the Data Files or to contest Licensor's ownership of or rights therein.

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ADVERSE CONSEQUENCES ARISING AS A RESULT OF THE INACCURACY OR INCOMPLETENESS IN THE DATABASE OR DATA FILES. THE DATABASE AND DATA FILES ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE DATABASE, DATA FILES, WEBSITE, OR ANY APPLICATIONS WILL MEET YOUR REQUIREMENTS, WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE, OR WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

Limitation of Liability:

If You believe that we have breached any provision of this Agreement, and Licensor cannot resolve your concerns within 7 days of its receipt of written notice, YOUR SOLE AND EXCLUSIVE REMEDY IS TERMINATION OF THIS LICENSE BY WRITTEN NOTICE TO LICENSOR, AND REFUND OF A PRO-RATED PORTION OF THE FEES YOU HAVE PAID, IF ANY. WITHOUT IN ANY WAY LIMITING AND NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.

Term and Termination:

The term of Your license is 12 months or until earlier terminated under the specific terms and conditions contained herein. You may renew Your license under the terms of this Agreement upon payment of the renewal License Fee with submission of a notice of intent to renew thirty (30) or more days prior to the termination of the license term, subject to the acceptance of Your request to renew by Licensor. Licensor may terminate this Agreement, with or without cause, at any time upon ten (10) days prior written notice to You. Licensor also may terminate this Agreement immediately upon notice to You of Your material breach and/or upon any acts of gross misconduct by You violating this Agreement. Upon expiration of a term, or termination by Licensor, You agree that access to the Database and Data Files will be automatically terminated. You agree to immediately cease all use of the Database, Data Files or any part thereof. In addition, You agree to (a) return any and all portions of the Database and Data Files downloaded or transmitted to You, or (b) upon Licensor's written request, certify destruction of any and all portions of Database and Data Files downloaded or transmitted to You. You specifically agree that Your continued use of the Database or Data Files after Termination under this paragraph is grievous harm to Licensor and shall entitle Licensor to recover damages.

Governing Law:

This Agreement is governed by the law of the State of California as an agreement entered into and performed in California. You agree that any action to enforce this Agreement shall be brought in the state or federal courts in Santa Clara County, California, and those courts will have jurisdiction to hear such disputes, and you waive the right to claim that jurisdiction is inconvenient. You shall not bring any action or proceeding based on this Agreement or use of the Database or Data Files more than one (1) year after the cause of action accrues. The prevailing party in any such action shall have its legal fees and associated expenses paid by the non-prevailing party.

Indemnification:

You agree to indemnify, defend, and hold Licensor, its officers, directors, employees, and contractors harmless from and against any and all claims, liabilities, demands, causes of action, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs of suit, arising out of or in connection with your use of the Database or Data Files, and any breach of this Agreement by You.

Modifications:

Licensor may, without notice to You, make changes, modifications, adaptations, or revisions to the Database or Data Files in its sole discretion. Licensor shall own all rights in any such changed, modified, adapted or revised material. You shall not modify, reverse engineer, decompile, translate, or repurpose the Database or Data Files.

Additional Agreement:

You agree to abide and accept all policies and terms of use included herein. Such policies and terms may change from time to time and Licensor will post notices of any such changes. You are advised to read all such posted materials. You agree that failure to comply with such policies and terms shall be a breach of this Agreement, and may result in the immediate termination of Your rights to access the Database or Data Files.

Miscellaneous:

This Agreement constitutes the entire agreement between You and the Licensor and supersedes any term or representation in all other documents, except as specified herein. If any provision of this Agreement is held unenforceable or invalid, the

remaining provisions shall nevertheless be binding upon the respective parties hereto with the same effect as though the invalid or unenforceable provision was deleted. No delay by the Licensor in the enforcement of, or failure to enforce, any provision or right hereunder shall operate as a waiver of such right. You may not assign this Agreement or delegate any right hereunder without the prior written consent of the Licensor.

Notices:

Licensor may give notice to users of the Database, Data Files, or any portion thereof by means of a general notice on the Service, electronic mail to Registered User's e-mail address on record with Licensor, or by written communication sent by first class mail to a Registered User's address on record with Licensor. You may give notice to Licensor and such notice shall be deemed given when received by Licensor at any time by any of the following: letter delivered by Registered Mail postage prepaid mail or Courier to Licensor at the following address: 4470 Yankee Hill Road, Rocklin, CA 95677 or other such address as may be provided by the Company from time to time.

YOU INDICATE YOU HAVE FULLY READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT BY CLICKING ON ACCEPT BUTTON BELOW.