

**Website Terms of Use**  
**Last Updated: July 24, 2015**

Building Data, Inc., a Delaware corporation with a principal place of business at 4470 Yankee Hill Road, Suite 220, Rockville, California, and its subsidiaries (collectively, "Building Data", "we", or "Company") makes information, products, and services available on this website (the "Website"), subject to the following terms and conditions ("Terms"). If you would like to view more information about us, or would like to contact us in relation to the Website, please visit [www.building-data.net](http://www.building-data.net).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE THE WEBSITE.

"You" or "your" means you personally (i.e., the individual who reads these terms), and, if you access this Website on behalf of a corporation or other legal entity (including, but not limited to, a partnership, LLC or LLP), then, collectively, you and such corporation or other legal entity on whose behalf you access the Website.

Building Data reserves the right to change the products, services, prices, and programs mentioned in this Website, at any time, at its sole discretion.

Further, your use of this Website is subject to those additional terms and conditions provided by Building Data and, subject to Building Data's sole discretion, applicable to certain information, products, and services offerings available through this Website. Such additional terms and conditions include, but are not limited to, license agreements, supplementary user agreements, and the Privacy Policy (collectively, "Additional Terms"). The Additional Terms are hereby incorporated by reference into these Terms (if there is any conflict between the Additional Terms and these Terms, the Additional Terms shall prevail with respect to the subject matter of such Additional Terms).

Building Data reserves the right to change these Terms, and provide you with notice of such change by posting the revised draft of the Terms on the Website or by other reasonable means selected by us. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Your continued use of the Website after such changes will indicate your acceptance of such changes.

Building Data further reserves the right to seek all remedies available by law and in equity for any violation of these Terms. Any rights not expressly granted herein are reserved by Building Data.

1. Eligibility. If you are using this Website on behalf of a corporation or other legal entity, you represent that you are authorized to accept these terms and conditions on behalf of such corporation or other legal entity. Further, you acknowledge that you are 16 years of age or older, and, if under the age of 18, are using this Website under the active supervision of a parent, legal guardian, or other responsible adult. Individuals who are

under the age of majority in their jurisdiction are not allowed to use this Website or transmit or otherwise submit personally identifiable information to Building Data.

2. **Terms Applicable to Corporations.** The following terms and conditions apply specifically to any corporation or other legal entity that is subject to these Terms: You agree to require each of your employees to be bound by the terms and conditions of these Terms and you agree to remain responsible and liable for all acts and omissions of your employees in connection with the Website, including any breaches of these Terms. All references to your access and/or use of the Website herein include access and/or use of the Website by your employees. You agree that each of your employees is responsible for maintaining the confidentiality of any password that such employee may use to access the Website, and you agree not to let any employee transfer a password or user name, or lend or otherwise transfer use of or access to the Website, to other employees or any third party. If an employee leaves your employ, or if you wish to disable an employee's access to the Website, you are responsible for any such changes. You are fully responsible for all interaction with the Website that occurs in connection with passwords or user names associated with your employees (including any former employees).

3. **U.S.-Based Website.** The Website is controlled and operated by Building Data from the United States, and, except as expressly set forth herein, is not intended to subject Building Data to the laws or jurisdiction of any state, country or territory other than that of the United States. Building Data does not represent or warrant that the Website or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Website, you do so on your own initiative and at your own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to U.S. export controls and are responsible for any violations of such controls, including any U.S. embargoes or other federal rules and regulations restricting exports. Building Data may limit the Website's availability, in whole or in part, to any person, geographic area or jurisdiction Building Data chooses, at any time and in Building Data's sole discretion.

4. **Information Submitted Through the Website.** Your submission of information through the Website is governed by Building Data's Privacy Policy, a link to which is posted on our Website (the "Privacy Policy") and is hereby incorporated into these Terms by this reference. You represent and warrant that any information that you provide in connection with your use of the Website is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information that you provide is or becomes false, inaccurate, obsolete or incomplete, Building Data may terminate your use of the Website.

5. **Registration; User Names and Passwords.** You may be required to register with Building Data in order to access certain areas of the Website. With respect to any such registration, Building Data may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; that violates the intellectual property or other rights of any person; that is

offensive; or that Building Data rejects for any other reason in Building Data's sole discretion.

Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Website, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Website, to any third party. You are fully responsible for all interaction with the Website that occurs in connection with your password or user name. You agree to notify Building Data immediately of any unauthorized use of your password or user name or any other breach of security related to your account or the Website, and to ensure that you "log off"/exit from your account with the Website (if applicable) at the end of each session. Building Data is not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

6. Purchases. If you wish to purchase licenses to our products or to purchase services, for your convenience, we may provide links on the Website to a web store where you can make such purchases. Please be aware that the web store may be hosted on the Website or on a sub-domain of the Website, and may be operated by a third party, and is governed by such third party's website terms and conditions, not by these Terms and for which Building Data is in no way responsible or liable. We encourage you to read the terms and conditions of the web store prior to making any purchases. These Terms do not govern, and we are not responsible or liable for, your interaction with such web store. Please see Section 12 below for more information on links provided on the Website.

7. Software. Any software or electronic data, including without limitation BIM data, cost files, document forms, RFA and ITM component files or any portion thereof, that is made available to download by or through this Website (collectively, "Software") is the copyrighted work of Building Data, its suppliers and/or its licensors. Use of the Software may be governed by the terms of the end user license agreement or other agreement applicable to the Software (each, a "License Agreement"). You may not use or install any Software that is accompanied by or includes a License Agreement unless you have agreed to and are compliant with the applicable License Agreement terms.

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9. **Disclaimer of Warranties.** BUILDING DATA AND/OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES MAKE NO REPRESENTATIONS ABOUT THE WEBSITE, ANY PRODUCTS AND SERVICES CONTAINED ON THE WEBSITE OR THE SUITABILITY OF THE INFORMATION CONTAINED IN THE MATERIALS, INFORMATION, CONTENT, DOCUMENTS, AND

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NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO BUILDING DATA TO ACCESS AND USE THE WEBSITE.

THE WEBSITE, THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE WEBSITE AND THE INFORMATION, CONTENT, SOFTWARE, DOCUMENTS, AND RELATED GRAPHICS PUBLISHED ON THIS WEBSITE COULD INCLUDE TECHNICAL INACCURACIES, ERRORS, OR OMISSIONS. CHANGES MAY BE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BUILDING DATA AND/OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS MAY, BUT ARE NOT OBLIGATED TO, MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE, THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE WEBSITE AND THE INFORMATION, SERVICE(S), SOFTWARE, PRODUCT(S), AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

NOTHING IN THIS SECTION 10 SHALL LIMIT BUILDING DATA'S LIABILITY TO YOU IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM BUILDING DATA'S PROVEN NEGLIGENCE, OR FRAUDULENT MISREPRESENTATION, OR CONCEALMENT, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAWS.

11. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Website infringe your copyright, you (or your agent) may send Building Data a notice requesting that Building Data remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Building Data a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to:

Copyright Agent  
Building Data, Inc.  
4470 Yankee Hill Road  
Suite 220  
Rocklin, CA 95677  
E-mail: [info@building-data.net](mailto:info@building-data.net)  
Tel: (916) 722-4999

Building Data suggests that you consult your legal advisor before filing a notice or counter-notice.

12. Links. SOME OF THE LINKS IN THIS WEBSITE WILL LET YOU LEAVE BUILDING DATA'S WEBSITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF BUILDING DATA AND BUILDING DATA IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED WEBSITE OR ANY LINK CONTAINED IN A LINKED

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13. Rules of Conduct. While using the Website you will comply with all applicable laws, rules and regulations. In addition, Building Data expects users of the Website to respect the rights and dignity of others. Your use of the Website is conditioned on your compliance with the rules of conduct set forth in this section; any failure to comply may also result in termination of your access to the Website pursuant to Section 18 below, and you will, at our option, return or destroy any copies of our materials that you have wrongfully made or obtained. You agree that you will not:

- Post, transmit, or otherwise make available, through or in connection with the Website:
  - Anything that is or may be (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right.
  - Any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense.
  - Any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
  - Any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
- Use the Website for any fraudulent or unlawful purpose.
- Harvest or collect personally identifiable information about other users of the Website.
- Impersonate any person or entity, including any representative of Building Data or its affiliates; falsely state or otherwise misrepresent your affiliation with any

person or entity; or express or imply that Building Data endorses any statement you make.

- Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Website (including by hacking or defacing any portion of the Website).
- Use the Website to advertise or offer to sell or buy any goods or services without Building Data's express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website (including any content, Software and other materials available through the Website).
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website (including any content, Software and other materials available through the Website), except as and solely to the extent expressly authorized under applicable law overriding any of these restrictions.
- Remove or alter any copyright, trademark or other proprietary rights notice from the Website or content, Software and other materials originating from the Website.
- Frame or mirror any part of the Website without Building Data's express prior written consent.
- Create a database by systematically downloading and storing all or any Website content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website, without Building Data's express prior, written consent.

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15. License. By uploading, emailing, posting, publishing or otherwise transmitting content to any Forum or submitting any content to Building Data (each, a "Submission"), you acknowledge that such Submission is non-confidential and automatically grant (or warrant that the owner of such rights has expressly granted) to Building Data a perpetual, royalty-free, fully paid-up, irrevocable, nonexclusive, sublicenseable (through multiple tiers) right and license to use, reproduce, modify, adapt, publish, perform and display (whether publicly or otherwise), transmit and distribute such Submission in any form, medium, or technology now known or later developed. In addition, you warrant that all so-called moral rights in the content have been waived. For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Website, comply with all applicable laws, rules and regulations.

16. Monitoring. You acknowledge and agree that Building Data reserves the right (but has no obligation) to do one or more of the following in Building Data's discretion, without notice or attribution to you: (i) monitor Submissions as well as access to and use of the Website, including monitoring information on your downloaded materials and use; (ii) alter, remove, or refuse to post or allow to be posted any Submission; and/or (iii) disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to operate the Website; to protect Building Data, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees, and the Website's users and visitors; to comply with legal obligations or governmental requests; to enforce these Terms; or for any

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17. Reliance on Information. We do not warrant the accuracy, completeness or usefulness of the information presented on this Website. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Building Data, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Building Data. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

18. Termination. You agree that Building Data may, in its sole discretion, at any time for any reason or no reason, terminate your access to this Website and any account(s) you may have in connection with this Website, including if Building Data believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Website will immediately cease. You agree that any termination of your access to or use of the Website may be effected without prior notice, and that Building Data may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that Building Data, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees shall not be liable to you or any third party for any termination of your access to the Website or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 2, 3, 8-13, 16 and 19-24 shall survive any expiration or termination of these Terms.

19. Governing Law; Forum. If you have an existing contractual relationship with Building Data, the governing law and forum with respect to any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Website will be the law and forum set forth in your existing contract with Building Data. If you have more than one existing contract with Building Data, the governing law and forum with respect to any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Website will be the law and forum set forth in your most recent contract with Building Data.

If you do not have an existing contractual relationship with Building Data, then (a) you agree to the non-exclusive jurisdiction of an appropriate state court in Santa Clara County, California, or an appropriate federal court located in the Northern District of California for any action or proceeding arising out of or related to these Terms; and (b) except to the extent expressly provided in the following paragraph, any disputes arising

under or in connection with these Terms (including any of our policies referred to herein) and/or the Website shall be governed by and construed in accordance with the laws of the State of California in the United States without regard to applicable conflict of law provisions. Specifically excluded from application to these Terms is that law known as the United Nations Convention on the International Sale of Goods.

If (i) you do not have an existing contractual relationship with Building Data; (ii) you are not a U.S. citizen; (iii) you do not reside in the United States; (iv) you are not accessing this Website from the United States; (v) the dispute between you and us is unrelated to your access to or use of the U.S. version of the Website and (vi) you are the citizen of a European Union country who is using the Website for purposes other than for your trade, business or profession, you hereby agree that any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Website shall be governed by and construed in accordance with the laws of England and Wales, without regarding to applicable conflict of law provisions. Nothing herein shall be deemed to constitute consent by Building Data to the jurisdiction of any court or other forum of any country for the purpose of resolving any dispute hereunder (other than an appropriate state court in Santa Clara County, California, or an appropriate federal court located in the Northern District of California).

20. Indemnification. You shall defend or settle at your sole expense any claim or suit, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, (collectively, an "Action") against Building Data and/or each of its affiliates, and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees (each, an "Indemnitee") to the fullest extent permitted by law arising out of or in connection with: (1) an assertion that the information, content, or other materials or services provided or made available by you, or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) any breach by you of your obligations under these Terms; (3) your unlawful and/or unauthorized use of, or activities in connection with this Website, including the information, content, services, and/or products provided on the Website; and (4) any Submission provided by you in a Forum. You shall indemnify and hold harmless the Indemnitee from and against any and all damages, costs, liabilities, and attorneys' fees incurred in defending and/or resolving such Action. The foregoing indemnities shall survive expiration or termination of these Terms.

21. Notices. Notices to Building Data under these Terms shall be sufficient only if in writing and transmitted via personal delivery or delivered by a major commercial rapid delivery courier service or by certified or registered mail, return receipt requested, to: Building Data, LLC, Attention: Manager, 4470 Yankee Hill Road, Suite 220, Rocklin, CA 95677. Notices to you may be made via posting to the Website, by e-mail, or by regular mail, in Building Data's discretion. The Website may also provide notices of changes to these Terms or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any

notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

22. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

23. Miscellaneous. These Terms contain the entire agreement between you and Building Data with respect to this Website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Building Data with respect to this Website. You hereby acknowledge that you shall have no power or authority to assume or create any obligation or responsibility on behalf of Building Data. A party may only waive its rights under these Terms by a written document executed by both parties. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without Building Data's express prior written consent. No provision of these Terms is intended for the benefit of any third party, and the parties do not intend that any provision should be enforceable by a third party. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. Building Data will not be responsible for failures to fulfill any obligations due to causes beyond its control.

24. Contact Building Data. If you have any questions regarding the meaning or application of these Terms, please direct such questions to [copyright@building-data.net](mailto:copyright@building-data.net). Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with Building Data.

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26. Communications. When you visit the Website or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any

legal requirement that such communications be in writing. This condition does not affect your statutory rights.

27. Information or Complaints. This notice is for our California users: If you have a question or complaint regarding the Website, please send an e-mail to [copyright@building-data.net](mailto:copyright@building-data.net). You may also contact Building Data by writing to Manager, Building Data, LLC, 4470 Yankee Hill Road, Suite 220, Rocklin, CA 95677. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916.445.1254 or 800.952.5210.