

MASTER SOFTWARE LICENSE AGREEMENT (NA)

1. **SCOPE.** This Master Software License Agreement (“Agreement”) is between the Viewpoint entity listed in Section 17 (“Viewpoint”) and the customer (“Customer”) identified on the order form (“Order”). Under this Agreement, Customer may order licenses or subscriptions to Viewpoint’s Software (as defined in Section 3.1, below); related support and maintenance services (“Software Assurance”); consulting, implementation, and other professional services (collectively, “Professional Services”); and Hosting Services (as defined in Section 3.2(c), below). Software Assurance, Hosting Services, and Professional Services are collectively referred to herein as “Services.” The specifics of each Customer purchase will be set forth in an Order that references this Agreement and is executed by Customer. Customer’s execution of an Order constitutes a binding commitment to purchase the items described on the Order under the terms and conditions of this Agreement.

2. **DELIVERY AND ACCEPTANCE.** Upon Customer’s execution of an Order and payment of any required initial Fees (as defined in Section 15.1, below) due under such Order, Viewpoint will make the Software available to Customer for download using a password protected account on Viewpoint’s website, through delivery of a license key, or through access to the Software through cloud products. The Software is deemed accepted upon delivery to Customer, provided that such acceptance shall not in any way impact the warranties set forth in Section 9, below.

3. LICENSE GRANTS AND RESTRICTIONS.

3.1 **Definitions.** These terms apply to this Agreement, the Order, and any other agreement between Customer and Viewpoint.

(a) “Concurrent User” means any type of User authorized by Customer to access and use the Software on Customer’s behalf simultaneously at a given point in time.

(b) “Documentation” means the written descriptions and instructions applicable to the Software and available to the Customer, as follows: for *Spectrum*, available at <http://online.dexterchaney.com>; for Keystyle applications, available at <https://www.keystyledata.com/kb>; and for all other Software, available in Clearview, Viewpoint’s online customer portal, at <http://clearview.viewpoint.com>.

(c) “Named User” means any type of User designated by Customer by name or other identifier to access and use the Software on Customer’s behalf.

(d) “Office User,” “Project Management User,” “Field User,” “Field Service User,” “Field View User,” and “Employee User” means any employee of Customer authorized by Customer to access and use certain functionality within the Software on Customer’s behalf based on the individual’s role, as determined by Customer.

(e) “Project” means the creation and carrying out of the design and construction of a single building, structure, or infrastructure, or alterations to a single building, structure, or infrastructure.

(f) “Software” means the software or software-as-a-service provided by Viewpoint, including all updates and upgrades provided under Software Assurance and any customizations or modifications developed during the course of Viewpoint’s provision of Professional Services.

(g) “Team User” and “External User” means any independent contractor of Customer or any employee or independent contractor of Customer’s affiliates, subcontractors, suppliers, or vendors authorized by Customer to access and use certain functionality within the Software on Customer’s behalf based on the individual’s role, as determined by Customer.

(h) “Users” means all Office Users, Field Users, Field Service Users, Field View Users, Employee Users, Team Users, and External Users.

3.2 **Deployment Models.** The Order will state the number of and, if applicable, type of User and the type of deployment model through which Customer will receive access to and rights in the Software. Other than as stated in this Agreement or in an Order, Viewpoint reserves all other right, title, and interest in the Software.

(a) **On Premises.** Subject to Customer’s compliance with this Agreement, Viewpoint grants Customer a limited, worldwide, nonexclusive, nontransferable license, without sublicense rights, to (i) install one production copy of the Software on one server owned or leased by Customer, or the number of servers listed in the Order if a different number of servers is stated in the Order, for Customer’s own business purposes and (ii) allow the number of and, if applicable, type of Users stated in the Order to access and use the Software concurrently (“License”) in accordance with the Documentation. Customer may make up to three nonproduction copies of the Software under an on premises License for backup, archival, or testing purposes. Customer is responsible for procuring, installing, configuring, and maintaining all hardware, software, and operating systems required to run the Software, as set forth in the Documentation. If applicable, Viewpoint will use commercially reasonable efforts to install the Software on a mutually agreed upon schedule. As used in this Agreement installation means when a copy of the Software has been installed on a server owned or leased by Customer and at least one User workstation.

(b) Software-as-a-Service. Subject to Customer's compliance with this Agreement, Viewpoint will make the Software available to Customer to (i) access and use the Software for Customer's own business purposes and (ii) allow the number of and, if applicable, type of Users stated in the Order to access and use the Software ("SaaS Subscription") in accordance with the Documentation. The Software is located on servers that are controlled by Viewpoint. Customer has no right to receive a copy of the object code or source code to the Software.

(c) Hosting Services. If Customer purchases hosting services as part of *Viewpoint Enterprise Cloud*, *Viewpoint for Cloud*, or other hosting services as set forth in an Order ("Hosting Services"), subject to Customer's compliance with the Agreement, Viewpoint will make the Software available to Customer through the Hosting Services to (i) access and use the Software for Customer's own business purposes and (ii) allow the number of and, if applicable, type of Users stated in the Order to access and use the Software in accordance with the Documentation. Hosting Services are provided to Customer on a nonexclusive, nontransferable basis and are for Customer's internal business use only. The Software is located on servers that are controlled by Viewpoint.

3.3 Order Duration. The duration of each License, SaaS Subscription, Hosting Services, and Software Assurance purchased under an Order will commence on the date that Customer executed the Order under which the Customer acquired such License, SaaS Subscription, Hosting Services, or Software Assurance unless the Order states a later commencement date, and will continue for the time period set forth in such Order, including any renewal term(s) under Section 14.1.

3.4 Restrictions. Except as otherwise expressly permitted under this Agreement, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (or any portion thereof); (b) distribute, transfer, grant sublicenses to, sell, rent, lease, or otherwise make available the Software (or any portion thereof) or the Hosting Services (if applicable) to third parties, including as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Software into other applications of Customer or third parties other than as authorized in applicable Documentation; (d) create modifications to or derivative works of the Software; (e) reproduce the Software; (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software or the Hosting Services (if applicable); (g) use or transmit the Software or the Hosting Services (if applicable) in violation of any applicable law, rule, or regulation; (h) intentionally access, use, or copy any portion of the Documentation, the Software, or the Hosting Services (if applicable) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Software; (i) remove, obscure, or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink, or other designation included on any display screen within the Software ("Viewpoint Marks"); or (j) if applicable, load test the Hosting Services in order to test scalability. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

3.5 Exceeding Scope of Use. Customer is responsible for managing use and access to the Software based on the scope of the license or subscription set forth in this Agreement and the applicable Order, including but not limited to adding and removing Named Users (if applicable), configuring Users' access to functionality or modules in the Software, and not exceeding any data storage limits, if applicable ("Software Scope"). If Customer exceeds the Software Scope during the Term, Viewpoint may invoice Customer for the use that exceeded the Software Scope at Viewpoint's then current list price. Customer agrees to pay such invoice in accordance with this Agreement. If Customer wishes to increase its license or subscription, Customer must sign a new order and pay the applicable Fees.

3.6 Acceptable Use and Terms of Use. Customer will comply with and will be responsible for its Users' compliance with the terms and conditions of this Agreement, Viewpoint's acceptable use policy available at: www.viewpoint.com/msla ("AUP"), and all applicable laws and regulations with respect to use of the Software and Services ("Laws"). Customer shall be responsible for any and all Losses (as defined in Section 11, below) incurred by Viewpoint as a result of Customer's or any User's failure to comply with this Agreement, the AUP, or applicable Laws. Before accessing the Software, each User may be required to accept terms of service, if applicable for the particular Software.

3.7 Privacy Notice. If applicable to the particular Software used by Customer, Customer acknowledges Viewpoint's Privacy Notice available at: <https://viewpoint.com/legal/privacy-notice>.

3.8 Government Customers; Bankruptcy. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government end users only as a commercial end item and with only those rights as are granted to all other end users. For purposes of Section 365(n) of the U.S. Bankruptcy Code, all Licenses and SaaS Subscriptions are deemed to be licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In any bankruptcy or insolvency proceeding involving Viewpoint, Customer, as licensee of such rights, will retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, which will apply notwithstanding conflict of law principles.

3.9 Third-Party Software. The Software contains software that is manufactured by a third party and not by Viewpoint ("Third Party Software"), which Viewpoint provides in connection with the Software. If set forth in an Order, access to and use of the Third Party Software is subject to and governed by the applicable third party terms available at: www.viewpoint.com/msla.

3.10 Additional Microsoft Terms. If Customer purchases a subscription to *Vista, Spectrum, ProContractor Cloud*, or Hosting Services as set forth in an Order, Viewpoint will host certain Microsoft software on Customer's behalf in connection with Customer's access to and use of the Software through the Hosting Services ("Microsoft Product"). Access to and use of the Microsoft Product is subject to and governed by the Microsoft End User License Agreement available at: www.viewpoint.com/msla.

4. HOSTING SERVICES. If Customer purchases a subscription to *Vista, Spectrum, ProContractor Cloud*, or Hosting Services, this Section 4 will apply as to the Order under which Customer acquires such subscription.

4.1 Internet Connectivity. Customer will be responsible for establishing and maintaining high speed Internet connection whose connection statistics are at, or above, the minimum download, upload, and latency thresholds specified by then current Documentation for the Hosting Services.

4.2 Hosting Third Party Software. Subject to payment of additional Fees, Viewpoint will host Viewpoint-approved third party software applications in Customer's Hosting Services environment for use in connection with the Software. If Viewpoint hosts such third party software applications, Customer represents and warrants that Customer has all rights necessary to grant Viewpoint the right to host such applications on its behalf, and shall indemnify and defend Viewpoint against any and all Losses arising from any breach or alleged breach of the foregoing representation and warranty. Customer will provide all third party software licensing and media necessary for Viewpoint to host the third party software applications in connection with the Hosting Services.

5. SOFTWARE ASSURANCE. Viewpoint will provide Customer with Software Assurance subject to this Section 5.

5.1 Perpetual License. If Customer purchased a perpetual License, additional Fees are required for Software Assurance. Provided that Customer has paid all applicable Fees, Viewpoint will provide Customer with Software Assurance during the Term in accordance with the terms and conditions described at: www.viewpoint.com/msla ("Software Assurance Terms"). Software Assurance will commence on the date that Customer executed the Order under which Customer acquires such Software Assurance, unless the Order states a later commencement date. If at any time after ceasing to purchase Software Assurance Customer elects to reinstate Software Assurance, Customer must pay for all back Software Assurance Fees from the date of the initial expiration of the Software Assurance up to the date of reinstatement and any applicable administrative fees. Software Assurance Fees may be modified if additional Software is purchased by Customer.

5.2 SaaS Subscription or Hosting Services. If Customer purchased a SaaS Subscription or Hosting Services, Software Assurance is included in the Fees for the SaaS Subscription or Hosting Services without any additional charge to Customer.

6. PROFESSIONAL SERVICES.

6.1 Statement of Works. If purchased by Customer, Viewpoint or its authorized service providers will provide Professional Services to Customer described in a statement of work ("SOW") on a mutually agreeable schedule. The Professional Services may include configuration, implementation, training, or other consultation related to the Software that Customer has received from Viewpoint under an Order. Any changes in scope will be made in writing and must be approved by authorized representatives of Customer and Viewpoint.

6.2 Customer Responsibilities. Customer shall make available all information, data, facilities, and personnel support reasonably requested by Viewpoint to perform the Professional Services ("Customer Materials"). Customer grants Viewpoint a limited right to use the Customer Materials solely for the purpose of performing the Professional Services hereunder. Customer represents and warrants that it has all rights necessary in the Customer Materials to provide them to Viewpoint for such purpose. Customer shall provide Viewpoint with safe access to Customer's premises as reasonably required for Viewpoint to perform the Professional Services, if onsite performance of Professional Services is needed and agreed to by Customer. Viewpoint personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Viewpoint prior to commencement of the Professional Services. Viewpoint shall not be responsible for failures or delays in performing the Professional Services due to Customer's failure or delay to provide access to Customer Materials or Customer premises.

7. PUBLICITY. During the Term of this Agreement, Customer hereby agrees that Viewpoint may include Customer's name and logo as a customer on the Viewpoint website and in other materials promoting Viewpoint products and services.

8. PROPRIETARY RIGHTS. As between the parties, Viewpoint and its suppliers will retain all ownership rights in and to the Viewpoint Marks, the Software, the Documentation, any enhancements, modifications, or derivative works of the Software and Documentation, the Results (as defined in Section 12.2, below), and any customizations, documentation, or other ideas, know-how, works, or inventions created or developed by Viewpoint or its employees, contractors, or agents in the course of providing Professional Services to Customer, and all intellectual property rights incorporated into or related to the foregoing, including but not limited to patent, copyright, trade secret, and trademark rights. Customer acknowledges that the goodwill associated with the Viewpoint Marks belongs exclusively to Viewpoint and, upon request, Customer will modify or cease its use of any Viewpoint Marks. All rights not expressly licensed by Viewpoint under this Agreement are reserved.

9. WARRANTIES AND DISCLAIMER.

9.1 Limited Software Warranty. Viewpoint warrants that, for a period of 90 days after the Software is first made available to Customer and as initially delivered, the Software will perform substantially in accordance with the Documentation. In the event that the Software does not meet this warranty, Customer must notify Viewpoint within 10 days of the issue and provide Viewpoint with sufficient detail to allow Viewpoint to reproduce the issue. As Customer's sole and exclusive remedy for any breach of this warranty, and as Viewpoint's entire liability in contract, tort, or otherwise, Viewpoint will correct such breach by issuing corrected instructions, a restriction, or a bypass, or by replacing the Software. Viewpoint provides no warranty and will not be liable to the extent that any breach of the foregoing warranty is caused by (a) Third Party Software or services (including in combination with the Software) not provided by Viewpoint; (b) modifications to the Software, other than upgrades or updates provided by Viewpoint; (c) unauthorized use or use of the Software other than in accordance with this Agreement and Documentation; or (d) viruses introduced by Customer or its agents or Users.

9.2 Limited Professional Services Warranty. Viewpoint warrants that it will provide the Professional Services in a professional and workmanlike manner and to standards not less than those generally accepted in the industry. In the event that any Professional Services do not meet this warranty, Customer must notify Viewpoint within 10 days of delivery of the nonconforming Professional Services and provide Viewpoint with sufficient detail to allow Viewpoint to identify the non-conforming Professional Services. As Customer's sole and exclusive remedy for any breach of this warranty, and as Viewpoint's entire liability in contract, tort, or otherwise, Viewpoint will re-perform the Professional Services that do not meet this limited warranty.

9.3 Other Warranties. Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement and to carry out its respective obligations and (b) it has complied, and will in the future comply, with all applicable laws in connection with the execution, delivery, and performance of this Agreement.

9.4 Disclaimer. THE EXPRESS WARRANTIES IN SECTION 9 ARE THE EXCLUSIVE WARRANTIES AND REPRESENTATIONS OFFERED BY VIEWPOINT, AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. VIEWPOINT DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED. CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THE SUITABILITY OF THE SOFTWARE TO MEET CUSTOMER'S COMPLIANCE OBLIGATIONS AND OTHER REQUIREMENTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY VIEWPOINT THROUGH THE SOFTWARE OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS.

10. LIMITATIONS ON LIABILITY. VIEWPOINT'S CUMULATIVE LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ALL CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE, AND SERVICES, REGARDLESS OF THE FORM OR THEORY OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO VIEWPOINT BY CUSTOMER FOR THE RELEVANT SOFTWARE OR SERVICES IN THE PRIOR 12 MONTHS. IN NO EVENT WILL VIEWPOINT OR ITS THIRD PARTY VENDORS HAVE ANY OBLIGATION OR LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, LOSS OF GOODWILL, LOSS OF DATA, OR ANTICIPATED PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT, CUSTOMER'S USE OF OR THE PERFORMANCE OF THE SOFTWARE OR FROM THE SERVICES PROVIDED HEREUNDER, OR FOR ANY OTHER REASON, EVEN IF VIEWPOINT OR ITS THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT VIEWPOINT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

11. INDEMNIFICATION. Customer will defend at its own expense and indemnify Viewpoint against all claims, liabilities, losses, damages, costs, and expenses of whatever kind (including attorneys' fees, court costs, the costs of enforcing any right to indemnification, and the cost of pursuing any insurance providers) (collectively, "Losses") arising out of or relating to any claim or action against Viewpoint brought by a third party (including any User) to the extent that the action (including, but not limited, to any governmental investigations, complaints, and actions) relates to (a) any Customer Data (as defined in Section 12.1, below) or (b) Customer's or any User's use of the Software or Services in breach of this Agreement or applicable Law.

12. CUSTOMER DATA AND SECURITY. If Customer purchases a SaaS Subscription or Hosting Services, this Section 12 will apply.

12.1 Customer Data. Customer is solely responsible for any data, text, files, information, images, graphics, and other content or materials that its Users upload to the Software (collectively, "Customer Data"). Viewpoint does not claim ownership of any Customer Data. Customer represents and warrants that: (a) all relevant third parties, including data subjects, have been informed of and have given their consent to Viewpoint's use, processing, and transfer of Customer Data as required by applicable Laws and (b) all Customer Data will comply with the AUP.

12.2 Use of Customer Data. During the Term, Customer grants Viewpoint a nonexclusive, worldwide, transferable, irrevocable right and license to use, store, reproduce, modify, distribute, transmit, and display the Customer Data solely for the purpose of providing, improving, and marketing Software and Services to Customer. Customer agrees that Viewpoint may collect and use Customer Data and data derived from Customer's and Users' use of the Software for its own internal business purposes, including, without limitation, for research and development purposes to improve the Software and Services and to identify industry trends. Customer acknowledges that Viewpoint may use and disclose the reports and results of its findings related to such data in a de-identified and aggregated manner ("Results") for any purpose, including but not limited to commercial and marketing purposes.

12.3 Security. Viewpoint, or its third party hosting provider(s), shall establish and maintain throughout the Term of this Agreement reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing accidental destruction or loss of Customer Data.

12.4 Access. Viewpoint's authorized employees and contractors may from time to time require access to Customer's hosted environment for the purpose of performing its obligations under this Agreement, including, but not limited to, the provision of Services. Customer hereby grants access to Viewpoint for such purpose.

13. CONFIDENTIALITY. For purposes of this Agreement, "Confidential Information" means any confidential, proprietary, and trade secret information of Viewpoint contained within the Software and Documentation, the terms and pricing of the Software and Services, and such other information identified by either party as confidential at the time of disclosure or that a reasonable person would consider confidential due to its nature and circumstances of disclosure. The receiving party shall preserve the confidentiality of the disclosing party's Confidential Information and treat such Confidential Information with at least the same degree of care that receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under this Agreement. Confidential Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information in connection with the receiving party's use of the Confidential Information in accordance with this Agreement. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before the date on which Customer signed an Order without restriction as to use or disclosure; (b) is released into the public domain through no fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure. Each party agrees to promptly notify the other party of any unauthorized access to or disclosure of the Confidential Information. The receiving party agrees that any breach of this Section may cause irreparable harm to the disclosing party, and such disclosing party shall be entitled to seek equitable relief in addition to all other remedies provided by this Agreement or available at law.

14. TERM, TERMINATION, AND EFFECT.

14.1 Term. The duration of an Order and this Agreement shall be determined in accordance with this Section 14.1.

(a) Term for Perpetual Licenses. If Customer purchases a perpetual License for Software as set forth in an Order, this Section 14.1(a) will apply to that License. The Order and this Agreement shall commence on the date that Customer executed the Order and, Customer's License to the Software will continue in perpetuity in accordance with the terms of this Agreement.

(b) Term for Subscriptions. If Customer purchases a SaaS Subscription, Hosting Services, or Software Assurance as set forth in an Order, this Section 14.1(b) will apply to that SaaS Subscription, Hosting Services, or Software Assurance (subject to Section 14.1(c), below). The Order and this Agreement shall commence on the start date set forth in the Order and shall continue in effect for the initial period of time set forth in the Order ("Initial Term"). Thereafter, the Order and this Agreement shall automatically renew for additional 12-month periods on each anniversary of the start date of the Term, until either party provides written notice to the other party of its intent not to renew at least 60 days before the next renewal date, Customer signs an Order to renew its subscription, or otherwise terminates the Order pursuant to Section 14.2. The Initial Term and any renewal period are collectively referred to herein as "Term."

(c) Term for Project Subscriptions. If Customer purchases a SaaS Subscription for a specific Project as set forth in the Order, this Section 14.1(c) will apply to that SaaS Subscription. The Order and this Agreement shall commence on the start date set forth in the Order and shall continue in effect for the Initial Term. Thereafter, the Order and this Agreement shall automatically renew for three-month periods, until either party provides notice to the other party of its intent not to renew at least 60 days before the next renewal date, Customer signs an Order to renew its SaaS Subscription, or otherwise terminates the Order pursuant to Section 14.2. The Fees for the first three-month renewal period will remain the same as the Fees for the prior three-month period. The Fees for each additional three-month renewal period thereafter will increase by 10% of the Fees for the prior three-month period.

14.2 Termination.

- (a) Either party may terminate this Agreement, any Order, or any SOW if the other party breaches this Agreement and fails (or is unable) to cure the breach following 10 days' written notice for any overdue Fees or 30 days' written notice for any other breach.
- (b) Either party may terminate this Agreement, any Order, or any SOW effective upon written notice if the other party declares bankruptcy, is adjudicated bankrupt, or has a receiver or trustee appointed to it for all or substantially all of its assets.
- (c) If Customer fails to pay a Fee under any Order or SOW or a fee under any other agreement with Viewpoint when due, Viewpoint may suspend all SaaS Subscriptions, Hosting Services, and Software Assurance if such amounts remain overdue after first providing Customer with 10 days' prior written notice. Any suspension by Viewpoint under the preceding sentence will not relieve Customer of its payment obligations hereunder. Viewpoint may, without limiting Viewpoint's other rights and remedies, accelerate Customer's unpaid Fees under any Order for any breach of Customer's payment obligations under that Order so that all such obligations become immediately due and payable, including Fees for all unbilled future Fees under any Order.

14.3 Effect of Expiration or Termination. Termination of this Agreement will terminate any addenda, existing Orders, and SOWs. Termination of one or more Orders or SOWs will not, by itself, terminate this Agreement. Upon expiration or termination of this Agreement, any Order, or any SOW, all rights and obligations of the parties will automatically terminate under this Agreement or the applicable Order or SOW, except for rights of action accruing prior to termination and any obligations that expressly or by implication are intended to survive expiration or termination. Such terms shall include, without limitation, all provisions relating to payment of Fees, proprietary rights, confidentiality, non-disclosure, indemnification, limitation of liability, third party terms, title and ownership of the Software and Documentation, and all miscellaneous provisions. For 30 days from the expiration or termination of this Agreement, Viewpoint will make Customer Data available to Customer upon request for export or download as provided in the Documentation.

15. FEES AND PAYMENT.

15.1 Fees. Subject to the terms and conditions below, all fees for the Software and Services (collectively, the "Fees") will be set forth in the applicable Order or SOW. Unless otherwise expressly stated in the applicable SOW, all Professional Services are provided on a time and material basis at Viewpoint's standard hourly rates. All Fees are non-cancellable and non-refundable. Licenses, SaaS Subscriptions, Hosting Services, or Software Assurance cannot be decreased during the Term. Except for Fees for Project-based SaaS Subscriptions, all recurring Fees will be fixed for a period of 12 months from the start date of an Order. Thereafter, Viewpoint may increase recurring Fees once every 12 months.

15.2 Travel Expenses. Viewpoint shall invoice Customer for reasonable out-of-pocket travel expenses incurred in connection with performing Professional Services. Expenses may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request. Expenses will be invoiced monthly as incurred at Viewpoint's cost (except per diem), and may be invoiced separately from Fees. For Professional Services performed onsite at Customer's premises, Viewpoint may invoice Customer for its consultants' time spent traveling to and from Customer's premises if set forth in the SOW.

15.3 Cancellation of Professional Services. Viewpoint may charge Customer a cancellation fee in accordance with this Section if any Professional Services are cancelled or rescheduled by Customer. All cancellations or notices of rescheduling must be made in writing to Viewpoint. Customer will remain responsible for any travel expenses incurred by Viewpoint in connection with the cancelled or rescheduled Professional Services that cannot be reasonably cancelled or mitigated by Viewpoint.

(a) If Customer cancels or reschedules onsite Professional Services, Viewpoint may charge Customer for the cancelled or rescheduled services based on the following:

With 7 days' or less prior written notice	Up to 100% of the cancelled services based on estimated hours and applicable hourly rates
With 8 - 21 days' prior written notice	Up to 50% of the cancelled services based on estimated hours and applicable hourly rates

(b) If Customer cancels remote Professional Services, Viewpoint may charge Customer for the cancelled services based on the following:

With less than 1 day prior written notice	Up to 100% of the cancelled services based on estimated hours and applicable hourly rates
With 1 - 2 days' prior written notice	Up to 50% of the cancelled services based on estimated hours and applicable hourly rates

15.4 **Payment Terms.** The payment terms for the initial Fees will be set forth on the Order. Thereafter, the payment terms for any Fees under that Order will be set forth in the invoice. Customer will pay Viewpoint all Fees owed under Order(s) in accordance with the applicable payment terms. Unless otherwise expressly stated in a SOW or set forth in an applicable invoice, Customer will pay to Viewpoint all Fees under an SOW within 30 days after the invoice date. Viewpoint may charge Customer late fees on overdue amounts at the rate of 1.5% per month compounded (or the maximum allowed by applicable law) payable monthly in arrears. All amounts payable shall be in the currency listed on the Order or SOW and specifically exclude (and Customer is responsible for) any and all applicable sales, use, withholding, and other taxes (other than taxes based on Viewpoint's income). If Customer is required by applicable law to deduct or set-off any amount from any payment due and payable to Viewpoint under this Agreement, Customer will pay to Viewpoint an additional amount as necessary to ensure receipt by Viewpoint of the full amount which Viewpoint would have received but for the deduction or set-off. Except for expenses incurred in connection with Professional Services, each party is responsible for its own expenses under this Agreement. Customer is responsible for providing complete and accurate billing and contact information to Viewpoint and notifying Viewpoint of any changes to such information.

15.5 **Future Functionality.** Customer agrees that its purchase of the Software or Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Viewpoint regarding future functionality or features.

16. **AUDIT.** Customer shall maintain accurate business records relating to its and its Users' use and access to the Software and Documentation. Viewpoint or its designated auditor will have the right to perform an audit to verify that Customer and Customer's Users are using the Software and Documentation in compliance with this Agreement. That audit will be performed during normal business hours upon not less than 10 days' prior written notice. That audit will be conducted at Viewpoint's sole cost and expense and will be subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this Section discloses that Customer has underpaid by more than 5% any Fees payable under this Agreement during the period covered by the audit, Customer will reimburse Viewpoint's reasonable and actual costs for that audit.

17. **CONTRACTING ENTITIES, GOVERNING LAW, AND JURISDICTION.** The table below explains which Viewpoint entity is the Viewpoint party to this Agreement, where notices should be directed, what law governs, and which courts will have exclusive jurisdiction over any disputes that arise from or relate to this Agreement or the Software or Services provided under this Agreement, regardless of choice of law or conflicts rules.

Customer Domicile	Viewpoint Entity	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Mexico, or a country in Central or South America or the Caribbean	Viewpoint, Inc., a Delaware corporation, and its wholly owned subsidiaries	Viewpoint, Inc. Attn: General Counsel 1515 SE Water Avenue Portland, OR 97214	Oregon and controlling United States federal law	Multnomah County, Portland, Oregon
Canada	Viewpoint Construction Software Canada, Inc. and the wholly owned subsidiaries of Viewpoint, Inc.	Viewpoint, Inc. Attn: General Counsel 1515 SE Water Avenue Portland, OR 97214	Ontario and controlling Canadian federal law	Toronto, Ontario

18. **COMPLIANCE.**

18.1 **Export Compliance.** The Software may be subject to export laws and regulations of the United States and other jurisdictions. Customer agrees to comply with applicable export laws and regulations of the United States and any other country with jurisdiction over the Software or Documentation. Customer further agrees not to export, directly or indirectly, the Software or any other information or technology provided by Viewpoint to any restricted or prohibited destinations. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use the Software in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

18.2 **Anti-Corruption.** Each party shall, and shall require that its officers, employees, and agents, (a) comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1997 and the U.K. Bribery Act 2010, each as amended and including any rules or regulations thereunder; (b) not directly or indirectly offer, promise, or give any person working for or engaged by the other party a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; and (c) not directly or indirectly request, agree to receive, or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement.

19. MISCELLANEOUS.

19.1 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship, or a joint venture between the parties.

19.2 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

19.3 Non-Solicitation. During the term of this Agreement, and for a period of one year following expiration or termination of this Agreement, Customer shall not on its own behalf or on behalf of any third party, solicit, hire, or cause to be hired as an employee or engage or caused to be engaged as an independent contractor any person who was an employee or independent contractor of Viewpoint, without the prior written consent of Viewpoint.

19.4 Binding Effect; Third Party Beneficiaries. This Agreement controls the actions of all party representatives, officers, agents, employees, and associated individuals. The parties do not intend to confer any right or remedy on any third party.

19.5 Assignment. The terms of this Agreement shall be binding on the parties and their successors. Except as otherwise provided herein, neither party may assign, transfer, or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent, except that Viewpoint may assign, transfer, or delegate its rights and obligations under this Agreement pursuant to a transfer of all or substantially all of its business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void.

19.6 Amendments. This Agreement may only be modified or supplemented by a written document executed by an authorized representative of each party.

19.7 Severability. If a court finds any provision of this Agreement unenforceable as written, then the court shall interpret, modify, or strike all or a portion of that provision so as to effect as much of the parties' agreement and intent as is legally possible. Regardless of the enforceability of any particular provision, the other portions of this Agreement shall continue in full force and effect.

19.8 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and any waiver must be in writing signed by an authorized representative of the applicable party.

19.9 Entire Agreement; Interpretation. This Agreement includes any incorporated addenda, Orders, and SOWs agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Viewpoint. Terms and conditions of any purchase order or other document issued by Customer in connection with an Order or SOW shall not be binding on Viewpoint and shall not modify the terms of this Agreement. In the event of any conflict between this Agreement and any addendum, Order, or SOW, this Agreement controls.

19.10 Notices. All notices required under this Agreement must be delivered in writing by (a) courier or by certified or registered mail (postage prepaid and return receipt requested) and are deemed delivered when received or (b) email and are deemed delivered when the recipient, by an email sent to the email address for the sender in accordance with this Section or by a notice delivered by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. If to Viewpoint, the address for such notice is 1515 SE Water Ave, Suite 300, Portland, Oregon 97214, USA Attn: General Counsel and the email for such notice is legal@viewpoint.com. If to Customer, the address for such notice is set forth in the Order and the email for such notice is the email address designated by Customer to receive invoices from Viewpoint. A change of address for notice purposes may be made pursuant to the procedures set forth above.

19.11 Authorized Signatory. Each party represents and warrants to the other party that its signatory to an Order is duly authorized to sign such Order on behalf of its respective party and to bind such party to the terms of the Order and this Agreement.

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