

BSD SpecLink® E and BSD LinkMan-E™ Terms and Conditions of License

This license is a legally binding Agreement between the User and Building Systems Design, Inc. (BSD), and it gives the User the right to use BSD SpecLink-E and BSD LinkMan-E (if applicable) during the Term or any mutually agreed-upon extension of the Term. By signing this Agreement, the User agrees to the following terms and conditions:

Definitions: BSD SpecLink-E (hereinafter SLE) means the specification production system that comprises a master specifications database of sections that are individually owned and copyrighted by BSD and other entities and software that is copyrighted and owned by BSD. SLE also includes documentation and periodic newsletters copyrighted by BSD and the electronic media through which the database and software are delivered to the User. BSD LinkMan-E (hereinafter LME) means the add-on to BSD SpecLink-E that provides interoperability between SLE and other software applications using data and software copyrighted by BSD. BSD SpecLink is a registered trademark and BSD LinkMan-E is a trademark of Building Systems Design, Inc. Term means the one-year period after an SLE annual subscription has been accepted by BSD. The Term may be extended by mutual agreement between the User and BSD for additional 1-year periods.

User's Rights: BSD grants the User the right to use SLE and, if applicable, LME during the Term in return for a license fee paid in advance. If the User is a company or other organization, anyone employed by or otherwise a member of the organization may use SLE and, if applicable, LME at the address indicated on this order form or at a subsequent address if the company or organization moves and has so notified BSD. SLE may be used to produce specifications for specific projects or to create office master specifications and may not be used for other purposes. LME may be used only in conjunction with SLE to provide interoperability with other licensed software applications and may not be used for other purposes. SLE and LME may be used on a network, provided that the number of users with documents checked out from SLE does not exceed the number permitted under the User's license. Specifications produced through the use of SLE and reports generated by LME may be reproduced and distributed for use in connection with the particular project for which they were originally created. BSD and other owners of copyrights in the databases retain all other rights to SLE and LME not specifically granted in this Agreement.

Transfer of License: BSD's grant of use extends to members and employees of the User's organization and to consultants of the User when such consultants are working on projects for the User. The license is transferable to a different User upon agreement from BSD and after 1) sending BSD a request to transfer license on User's letterhead, 2) completing a Transfer of License form, 3) receiving an Unpermit code from BSD, and 4) paying a \$250 transfer fee.

Prohibitions: The User MAY NOT reproduce SLE or LME for the use of others or allow others who are not employees, members of the User's organization, or consultants working on projects for the User to access or otherwise make use of the copy of SLE and, if applicable, LME licensed by BSD to the User. The User MAY NOT decompile, reverse engineer, translate, decrypt, disassemble, or otherwise gain access to the underlying source code of the software or the master databases in either product for any purpose. The User MAY NOT reproduce, resell, publish, distribute, or otherwise make use of specifications produced through SLE or reports produced through LME, except as permitted under "User's Rights" above. The User MAY NOT continue to use SLE or LME beyond the expiration of the Term, except by advance payment of a license fee, which will automatically extend the Term.

BSD's Rights and Obligations: BSD will use reasonable efforts to improve the software, expand the databases, and update existing data on an ongoing basis. BSD will distribute improved software and expanded and updated data to subscribers during the Term. BSD will provide toll-free telephone support to the User during normal office hours, which are 8:30 a.m. to 5:30 p.m., Eastern Time, on normal business days. In connection with BSD's obligation to implement improvements and updates, BSD will have the right to gather information from the User about User's use of SLE and LME. BSD will further have the right to make commercial use of collected SLE and LME statistical usage data without identification of specific data sources and will have the right to make use of specific project data with permission of the User.

Disclaimer: Although SLE and LME are offered in good faith, the databases are believed to be correct, and the software has been tested and is believed to function properly, neither BSD, nor any of the owners of SLE or LME copyrighted data, nor anyone else involved in the preparation, reproduction, promotion, or distribution of SLE and LME makes any representation or warranty as to completeness or accuracy. The information and software are furnished to the User on the basis that the User must use them in a responsible manner and will make reasonable determination as to their suitability for a particular purpose prior to their use. In no event will BSD or anyone involved in the preparation, reproduction, promotion, or distribution of SLE and LME be responsible for damages of any kind resulting from the use of SLE and LME or reliance upon the output of SLE and LME. Nothing contained in this Agreement should be construed as a recommendation to use any material, product, invention, system, process, application, or method of installation, and neither BSD nor anyone involved in the preparation, reproduction, promotion, or distribution of SLE and LME make any such representation or warranty express or implied. THE USER HEREBY ACKNOWLEDGES THAT SOFTWARE AND DATA ARE BOTH INHERENTLY SUBJECT TO ERROR AND THAT NEITHER BSD NOR ANYONE ELSE INVOLVED IN THE PREPARATION, REPRODUCTION, PROMOTION, OR DISTRIBUTION OF BSD SPECLINK-E AND BSD LINKMAN-E HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO INFORMATION IN BSD SPECLINK-E AND BSD LINKMAN-E OR METHOD OF DELIVERY OF SUCH INFORMATION. In addition to and notwithstanding the above, in no event shall BSD or anyone else who has participated in the preparation, reproduction, promotion, or distribution of SLE or LME be liable for any consequential or special damages, or for any loss of profits incurred by the User or any third party in connection with or arising out of the use of SLE or LME.

Return Policy: Components of SLE or LME damaged during shipment will be replaced without charge upon return of the damaged components to the address below. If the User is not satisfied with SLE or LME for any reason, BSD will refund the full license fee, less a 15 percent service charge, upon return in good condition of all components of SLE or LME within 30 days of the Agreement date, which is the date the subscription application has been accepted by BSD. In order to receive the refund, the User must call BSD's Technical Support and receive an Unsubscribe code. The User must also send with the returned copy of SLE or LME a letter on the User's letterhead, explaining the reason for the return and certifying that no copies of SLE or LME have been retained.

Changes in Terms and Conditions: BSD reserves the right to change fees or to make changes in the terms and conditions of this license Agreement upon 30 days' written notice to the User.

BSD SpecLink-E and BSD LinkMan-E License Form

Fax: 404-365-8912

Telephone: 1-888-BSD-SOFT (888-273-7638)

Catalog Name: _____ Number of concurrent users []
[] Design Criteria [] Short Form Specifications [] Construction Specifications [] LinkMan-E

Payment Options:

[] **ACH Credit Payment to: Routing # 021052053, Acct # 67294557, for proper credit include Company Name & Sales Rep's name**
[] I have enclosed a check for the TOTAL amount.
[] I hereby authorize charge to credit card number below for TOTAL amount.
[] AmEx [] MasterCard [] VISA [] Discover

Card #: _____ Exp. Date: _____

Card Code No. _____

Name on Card: _____

Card Billing Address: _____

Signature: _____ Date: _____

Cardholder X _____

Accepted for BSD: _____ Date: _____

Georgia residents add Sales Tax, County: _____ \$ _____

Optional DVD Shipping Fee: [] 2 Day \$36.95

[] Next Day \$46.95 [] Canada/Int'l, call BSD \$ _____

TOTAL: \$ _____

User Name: _____

Company Name: _____

Mailing Address: _____

Tel: _____ Fax: _____

User Email: _____

Signature: _____ Date: _____

User X _____

Title: _____