



BSD SpecLink® 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 during the Term, any mutually agreed-upon extension of the Term, or on a per document basis under a Meter Mode Account. By signing this Agreement, the User agrees to the following terms and conditions:

Definitions: BSD SpecLink 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. PerSpective means that portion of the BSD SpecLink master specifications database that was developed by the Construction Specifications Institute (CSI) and the Design-Build Institute of America (DBIA) and is now owned by BSD. BSD SpecLink 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 SpecLink and PerSpective are registered trademarks of Building Systems Design, Inc. Term means the one-year period after a BSD SpecLink annual subscription has been accepted by BSD. The Term may be extended by mutual agreement between the User and BSD for additional one-year periods. Meter Mode Account means a method of purchasing BSD SpecLink sections on a per document basis, with automatic cost deduction from an electronic account.

User's Rights: BSD grants the User the right to use BSD SpecLink during the Term and/or on the basis of a Meter Mode Account 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 BSD SpecLink at the address indicated on this order form or at a subsequent address if the company or organization moves and has so notified BSD. BSD SpecLink may be used to produce specifications for specific projects or to create office master specifications and may not be used for other purposes. BSD SpecLink may be used on a network, provided that the number of concurrent users does not exceed the number permitted under the User's license. Specifications produced through the use of BSD SpecLink may be reproduced and distributed for use in connection with the particular project for which they were originally created. BSD, CSI, and other owners of copyrights in the databases retain all other rights to BSD SpecLink not specifically granted in this Agreement.

Transfer of License: BSD's grant of use extends to members and employees of the User's organization only. 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 \$115 transfer fee.

Prohibitions: The User MAY NOT reproduce BSD SpecLink for the use of others or allow others who are not employees or members of the User's organization to access or otherwise make use of the copy of BSD SpecLink 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 specifications databases for any purpose. The User MAY NOT reproduce, resell, publish, distribute, or otherwise make use of specifications produced through BSD SpecLink, except as permitted under "User's Rights" above. The User MAY NOT continue to use BSD SpecLink beyond the expiration of the Term or the depletion of the Meter Mode Account, except by advance payment of a license fee, which will automatically extend the Term or replenish the Meter Mode Account.

BSD's Rights and Obligations: BSD will use reasonable efforts to improve the software, expand the specifications databases, and update existing

specifications on an ongoing basis. BSD will distribute improved software and expanded and updated specifications to subscribers on a quarterly basis during the Term. Meter Mode Account Users have the option to download quarterly updates from the BSD website. 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 BSD SpecLink. BSD will further have the right to make commercial use of collected BSD SpecLink 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 BSD SpecLink is 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 BSD SpecLink copyrighted data, nor anyone else involved in the preparation, reproduction, promotion, or distribution of BSD SpecLink 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 BSD SpecLink be responsible for damages of any kind resulting from the use of BSD SpecLink or reliance upon the output of BSD SpecLink. 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 BSD SpecLink 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 SPEC LINK HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO INFORMATION IN BSD SPEC LINK 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 BSD SpecLink 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 BSD SpecLink.

Return Policy: Components of BSD SpecLink 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 BSD SpecLink 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 BSD SpecLink within 30 days of the Agreement date, which is the date the subscription application or Meter Mode Account 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 BSD SpecLink a letter on the User's letterhead, explaining the reason for the return and certifying that no copies of BSD SpecLink 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 License Form

Fax: 404-365-8912

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

Catalog Name: _____ Number of concurrent users [] [] initial [] renewal
[] Performance Specifications [] Short Form Specifications [] Construction Specifications [] Meter Mode Account

Optional CD-ROM Shipping:

[] 2 Day \$28.95 [] Next Day \$38.95 [] Canada/Int'l, call BSD

[] I have enclosed a check for the TOTAL amount.

[] I hereby authorize the following credit card number be charged for the TOTAL amount.

[] AmEx [] MasterCard [] VISA [] Discover

Card #: _____ Exp. Date: _____

Card Code No. _____

Name on Card: _____

Card Billing Address: _____

Cardholder Signature: _____

X _____

Accepted for BSD: _____ Date: _____

Georgia residents add Sales Tax, County \$ _____

Optional CD ROM Shipping Fee:

(\$28.95, \$38.95, or quoted figure): \$ _____

TOTAL: \$ _____

User Name: _____

Company Name: _____

Mailing Address: _____

Tel: _____ Fax: _____

User Signature Email: _____

X _____

Title: _____ Date: _____