

## Professional User Software License Agreement

This Software License Agreement (“**Agreement**”) is between the individual identified below on behalf of the themselves and any entity identified below (collectively “**User**”) and Edgenet, Inc., a Delaware corporation (“**Edgenet**”). This agreement may be executed in hard copy or accepted in electronic format, without revision.

**1. License Grant, Conditions and Requirements.** During the Term, **Edgenet** hereby grants User a revocable, non-transferable, non-assignable, non-sublicenseable, non-exclusive license to use the software, including the application, demonstration system, and other software whether partially installed on your system by Edgenet, accessed online or via Edgenet’s website in read only memory, or in any other media (the “**Licensed Software**”) along with the accompanying documentation and Output (the Licensed Software, documentation, Output, media embodying the Licensed Software, and any other accompanying information are collectively referred to Agreement as the “**Licensed Materials**”) for use in the United States and certain foreign countries, pursuant to the terms and conditions set forth in this Agreement. The Licensed Software is provided on a SaaS basis and is further described within either an order form executed between the parties (“**Order Form**”) or within Edgenet’s user interface providing access to the Licensed Software (“**Interface**”).

User’s license is conditioned upon User maintaining the minimum system requirements and internet connection with sufficient bandwidth, in order to properly operate the Licensed Software. These minimum requirements are subject to change at any time and are posted prior to installing and using the Licensed Software.

In order for the Licensed Software to properly function, Edgenet will install certain portions of the Licensed Software on your system.

User’s license allows User to use the Licensed Software on a single computer. User shall not make use the Licensed Materials beyond the scope of this Agreement.

User shall pay all license fees, including any initial set up fees or monthly fees, as stated in an Order form or as selected by User within the Interface. User shall pay all such fees in accordance with the terms and billing policies stated within this Agreement, Interface and any Order Form. If User fails to pay the license fees when due, Edgenet may: (i) immediately suspend or terminate this agreement, in whole or in part; and (ii) deny User access to the Licensed Materials. User represents that all information provided for purposes of payment will be accurate, complete and current. User acknowledges that certain payment methods may require Edgenet to share personal information contained within such payment method with one or more third parties for the limited purpose of processing payment. User shall submit any fee disputes to Edgenet in writing within thirty (30) days of the charge or such dispute will be deemed waived not subject to challenge. User shall pay all reasonable expenses (including attorneys fees) incurred by Edgenet in the collection of fees for data services.

Upon submission, of any information into the Licensed Software, User hereby grants to Edgenet a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, which may be sublicensed to third parties, to use, copy, transmit, publicly display, publically perform, distribute, sublicense and otherwise use the Materials. “**Materials**” means all information, text, images, photographs, graphics, e-mail addresses, web pages, reviews, discussion board postings and other materials that you upload or transmit using to the Licensed Software.

**2. Term.** The term (“**Term**”) of this Agreement begins on the date of User’s acceptance and continues until terminated by either party in accordance with the terms of this Agreement.

**3. Ownership.** Edgenet retains all right, title, and interest in and to the Licensed Materials. Any rights not explicitly granted to User are reserved by Edgenet. User may make additional copies of plans, bills of materials, drawings, printouts or other output (collectively “**Output**”) created using the Licensed Materials for sale, display, distribution or use. The Licensed Materials are the property of Edgenet and are protected by United States Copyright Law. All rights not licensed to User are reserved by Edgenet.

**4. Restrictions on Use of the Licensed Materials.** User shall not copy, modify, create derivative works from, reverse engineer, disassemble, decompile, transfer or translate the Licensed Materials, or otherwise attempt to derive the source code of the Licensed Software, except to the extent allowed under any applicable law. If applicable law permits such activities, User shall treat any information so discovered as confidential and proprietary, promptly disclose such information to Edgenet and will be deemed to be the exclusive property of Edgenet. User may not modify, network, rent, lend, loan, or distribute the Licensed Materials, or create derivative works based upon the Licensed Materials in whole or part. User may not electronically transmit the Licensed Software from one computer to another or over a computer network.

**5. Representations, Warranties and Disclaimer.** Each party represents and warrants that they have all necessary right, power and authority to enter into this agreement. For each function or use of the Licensed Software licensed by User, User hereby represents and warrants that they are a licensed contractor with the necessary professional expertise, licenses to perform professional contracting services for others. The Licensed Materials are made available to User on an “AS-IS” basis without warranty of any kind. To the maximum extent permitted by applicable law, Edgenet hereby disclaims all other warranties and conditions, whether express, implied or statutory, including but not limited to any warranties or conditions of or related to title, non-infringement, merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, lack of negligence or lack of workmanlike effort, quiet enjoyment, quiet possession, and correspondence to description. The entire risk arising out of the use or performance of the Licensed Materials, including User’s creation and use of Output, remains with the User. Edgenet assumes no responsibility for the correct use of the Licensed Materials.

**6. Exclusion of Incidental, Consequential, and Certain Other Damages.** To the maximum extent permitted by applicable law, Edgenet disclaims all liability for any special, incidental, indirect, or consequential damages whatsoever, including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, property damage, loss of privacy, failure to meet any duty (including the duty of good faith or of reasonable care), negligence, and any other pecuniary or other loss or inability to use the Licensed Materials, arising out of User’s use of the Licensed Software or Output generated User from the Licensed Software, even if Edgenet or User has been advised of the possibility of such damages.

**7. Indemnification.** User acknowledges and agrees that: (i) all calculations performed by the Licensed Software are based on User’s input; (ii) all calculations performed by the Licensed Software are based on product or engineering data supplied by manufacturers or User; (iii) the use, results and performance of the Licensed Software are at the sole risk of the User; (iv) any Output generated by the Licensed Software may not be adequate for the intended purpose, and may not comply with local building codes, ordinances, by-laws, or regulations; (v) the specific conditions relating to property or the surrounding area may require changes in construction methods, materials or design; (vi) User’s license is conditioned upon User’s agreement to review with appropriate professionals and government agencies all dimensions and structural requirements for a plan prior to construction; and (vii) it is User’s responsibility to obtain all requisite licenses and permits from the appropriate government agencies and to comply with all substantive and procedural requirements imposed on User. User shall indemnify, defend, and hold Edgenet (including its officers, directors, employees, independent contractors and agents) harmless against all claims, suits, costs, damages, judgments, attorney fees, license fees, settlement or expenses incurred, claimed, obtained or sustained by third parties, whether for personal injury or otherwise, arising out of User’s use of the Licensed Materials.

**8. Warning.** Edgenet assumes no responsibility for the correct use or Output of the Licensed Software. The Output is not a final design plan or estimate. Variations in building codes, specific architectural considerations, and site conditions may require changes to the design and estimate. User is solely responsible for the final structure, conforming to local building codes, materials and structural safety of the final design. Edgenet does not engage in the practice of engineering, architecture, or general contracting. Edgenet does not assume any responsibility for design, engineering, or construction; for selection or choice of materials used; for compliance with any codes, laws, or standards of workmanship. All Output, including designs, estimates and final structures, should be examined by a qualified professional to determine they are reasonable and accurate.

**9. Warning and Important Instructions. DO NOT CUT YOUR LUMBER AND/OR MATERIALS IN ADVANCE.** Advance cutting may lead to lumber and/or materials that are too long or too short for the structure. Edgenet does not assume any responsibility for lumber and/or materials cut that do not fit the structure.

**10. Export Restrictions.** User agrees that it, and its customers, if applicable, shall not, directly or indirectly, export or transmit the Licensed Materials, Output and technical data to any country to which such export or transmission is restricted by any applicable United States regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the United States Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

**11. Termination.** Edgenet may immediately terminate this Agreement, and all licenses granted hereunder, in the event that User breaches any of the terms or conditions of this Agreement. User may terminate this Agreement by providing thirty (30) days written notice to Edgenet. Upon termination, User shall return all Licensed Materials to Edgenet, or provide Edgenet with a certification of destruction of such Licensed Materials. Notwithstanding the termination of the Agreement, the limitations on warranties, liabilities, and damages contained in this Agreement will survive.

**12. U.S. Government Restricted Rights.** The Licensed Materials are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. The manufacturer of the Licensed Software is Edgenet, Inc., N16W23233 Stone Ridge Dr. Waukesha, WI 53188.

**13. General Terms.** This Agreement, together with the terms of use contained on website prior to downloading the Licensed Software and in the help files of the Licensed Software, represent the complete agreement and understanding of the parties relating to the subject matter hereof, and shall not be amended except in a writing signed by Edgenet and User. User may access a copy of Edgenet's terms of use by accessing the help files of the Licensed Software. This Agreement will be construed under the laws of the State of Wisconsin, without reference to any choice of law rule. The parties shall bring any action regarding this Agreement in the Circuit Court of Waukesha County, Wisconsin, and User agrees to the venue and the jurisdiction of that court.

In the event that you contact or receive help from any third party, a party related to, or any representative or agent of Edgenet, regarding the use of the Licensed Software, such agent is in no way authorized to modify this License in any way, and any contact or correspondence you have with such agent will in no way modify this License. The only method for modifying this Agreement is a written agreement between User and Edgenet, that has been signed by an authorized representative of Edgenet.

**PLEASE READ ALL WARNINGS CONTAINED IN THIS AGREEMENT REGARDING BUILDING CODES, CONSTRUCTION CONDITIONS, AND OBTAINING APPROPRIATE PERMITS.**

User is accepting this Agreement on the date identified in the introductory clause.