EVOLVE MEP, LLC ("eVolve" or "we") IS WILLING TO LICENSE THE SOFTWARE (AS DEFINED BELOW) ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON "YES, ACCEPT" AND/OR BY INSTALLING THE SOFTWARE, YOU WILL INDICATE YOUR AGREEMENT WITH THE TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE "YOU" OR "YOUR" SHALL REFER TO YOUR ENTITY. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY, THEN EVOLVE IS UNWILLING TO LICENSE THE SOFTWARE, AND YOU MAY NOT USE THE SOFTWARE. YOU ACKNOWLEDGE THAT THIS LICENSE AGREEMENT IS A CONTRACT BETWEEN YOU AND EVOLVE, EVEN THOUGH IT IS ELECTRONIC AND IS NOT PHYSICALLY SIGNED BY YOU AND EVOLVE, AND IT GOVERS YOUR USE OF THE SOFTWARE.

1. Updates to this License Agreement. eVolve reserves the right in its sole discretion to make changes to this License Agreement ("this Agreement") from time to time. If we make a material change to this Agreement, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice at http://www.evolve MEP.com/downloads (the "Site"). You can review the most current version of this Agreement at any time by visiting this page. The revised terms and conditions will become effective on the date set forth in our notice, and if you use the Software (as defined below) after that date, your use will constitute acceptance of the revised terms and conditions.

2. Parties. The parties to this Agreement are you, the licensee ("You" or "Licensee"), and eVolve, the licensor. For purposes hereof, eVolve shall also include eVolve's authorized resellers ("Resellers"). If You are not acting on behalf of yourself as an individual, then "You" means your Company or other Legal Entity. You acknowledge and agree that eVolve may assign or sub-contract any of its rights or obligations under this Agreement.

3. The Software. The accompanying SaaS-based computer program(s) Web-based application, or mobile application form; data compilation(s); content/patterns; and/or documentation are referred to herein as the "Software." The Software further includes any updates, modifications, or features added to the Software, such updates, modifications, and features also being subject to this Agreement. Such updates or modifications may delete or change the nature of features or other aspects of the Software, including, but not limited to, functions You may rely upon. You acknowledge and agree that such activities may occur at eVolve's sole discretion and that eVolve may condition continued use of the Software upon your complete installation or acceptance of such update or modifications. eVolve reserves the right to modify or discontinue support for the Software or any feature or functionality thereof from time to time.

4. License Types. The various license types are listed below. In any case where the Order Form does not specify a license type or permitted license number, by default the license type will be a Named User License and the permitted number will be one.

4.1. Named User License: For each purchased named user license of the Software, one individual is specifically named in the Software registration. That individual (and no one else) is licensed to use the Software on one computer workstation and one mobile device at the same time. You must acquire and dedicate a license for each separate user that accesses
the Software. For purposes of this License Agreement, a virtual machine is considered a computer workstation.

4.2 Workstation License Grant. For each purchased workstation license of the Software, You are granted the right to install and use the Software on a single computer workstation.

4.3 Server License Grant. For each purchased server license of the Software, You are granted the right to install and use the Software on a single operating system installation. The Software may be accessed by one or more users running the Software from a session on the operating system installation.

4.4 Site License Grant. For each purchased site license of the Software, You are granted the right to install and use the Software on one or more computer workstations owned and exclusively used by You.

4.5 Evaluation/Demonstration/Trial License Grant. If eVolve identifies the License Type as “demonstration”, “evaluation”, or “trial”, for which no compensation is paid to eVolve (“Evaluation License”), Licensee may install the Software on computer workstations and permit access to the Software solely by Licensee’s personnel authorized by eVolve and solely for evaluation purposes. An Evaluation License is for a fixed term specified in writing by eVolve, or if no such term is specified, the term is thirty (30) days from installation.

5. Term, Suspension and Termination. This Agreement will continue in full effect unless and until it is terminated as described herein or the licenses purchased by You expire.

Either party may terminate this Agreement immediately for a material breach hereof. eVolve may also terminate this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee’s creditors. This Agreement will terminate automatically without further notice or action by eVolve if Licensee goes into liquidation.

In addition, eVolve may, as an alternative to termination, suspend Licensee’s license as to the Software, if Licensee fails to make a payment to eVolve or a Reseller or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license.

Upon termination or expiration of this Agreement, the licenses granted hereunder will terminate. Upon termination or expiration of any license granted to Licensee, Licensee must cease all use of the Software to which such license applies. At eVolve’s request, Licensee agrees to destroy the Software or return it to eVolve or the Reseller from which the Software was acquired. eVolve reserves the right to require Licensee to show satisfactory proof that all copies of the Software have been uninstalled, returned, and/or destroyed.

Termination of this Agreement shall be in addition to and not in lieu of any other remedies available to eVolve stemming from a material breach of this Agreement. All accrued rights to payments due under the terms of this Agreement or an Order Form shall survive termination.

Sections 5 - 6, 8 - 10, and 13 - 23, as well as any other applicable provisions of this Agreement which by their nature should survive, shall survive any termination or expiration of this Agreement.

6. Restrictions. You may not (i) permit others to use the Software, except as expressly provided above for authorized use; (ii) modify or translate the Software, except that you may modify content/patterns and use the content/patterns in 3D drawings for You or your clients,
however You may not remove or obscure any data tag, proprietary rights notices or labels or similar information; (iii) reverse engineer, decompile, or disassemble the Software, except to the extent this restriction is expressly prohibited by applicable law; (iv) create derivative works based on the Software; (v) merge the Software with another product; (vi) copy the Software, except as expressly provided above; or (vii) remove or obscure any data tag, proprietary rights notices or labels, or similar information on the Software.

7. Purchase of Additional Licenses. Registered users of the Software may purchase license rights for additional authorized use of the Software in accordance with eVolve’s then-current pricing schedule (which may be made available on the Site). Such additional licenses shall be governed by the terms and conditions hereof and any Order Form executed in conjunction therewith.

8. Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. eVolve Confidential Information includes the Software; the Software’s performance, reliability, stability, operation, techniques, processes, ideas, algorithms, design and architecture; the terms and conditions of the Order Forms (including pricing); business and marketing plans; technology and technical information; product plans and designs; and business processes.

However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of any Order Form to any third party other than its affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate’s, legal counsel’s or accountant’s compliance with this “Confidential Information” section.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

9. Ownership. eVolve and/or its suppliers own the Software, all physical and digital copies thereof, and all intellectual property rights embodied therein, including but not limited to patent rights, trademark rights, copyrights, trade secrets, and Confidential Information
embodied in the Software's design and coding methodology. This Agreement provides You with only a personal, non-sublicensable, non-transferable, and non-exclusive license to use the Software, and You have no ownership rights in the intellectual property. You further acknowledge and agree that the Software constitutes eVolve’s valuable trade secrets and Confidential Information and improper use or disclosure would cause eVolve irreparable harm. Accordingly, You agree to use the Software solely as authorized in this Agreement. We reserve all rights not expressly granted hereunder, including the right to require You to transfer possession of all physical copies of the Software to us for purposes of re-issue of replacement copies. All applicable rights to patents, copyrights, trademarks, Confidential Information, and trade secrets in the Software and any eVolve services, or any modifications or derivative works made at Licensee’s request, are and shall remain owned by eVolve.

From time to time, You may provide us with information about your use and experience with the Software, including any issues or suggestions (“Feedback”). For the sake of clarity, Feedback shall further include any error reports that may be generated and/or transmitted by the Software to eVolve. As between the parties, such Feedback belongs solely to eVolve, and eVolve will be free to use such Feedback in any manner.

If, as a result of any claim of infringement against any patent, copyright, license, or other property right, eVolve is enjoined from using the Software, or if eVolve believes that the Software is likely to become the subject of a claim of infringement, eVolve at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, eVolve may terminate or suspend the license granted herein on one (1) month’s written notice and refund only the portion of the license fees paid for the remaining period of the then-current term, and not the entire license fees paid from sign-up. The foregoing states the entire liability of eVolve with respect to infringement of any copyrights or patents by the Software or any parts thereof.

10. Data Types, Usage, and Ownership.

10.1 **Usage Data.** eVolve will transmit data from the computer executing the Software to systems controlled by eVolve for the purposes of license enforcement, user training, product improvement, analyzing feature quality, and service offerings (“Usage Data”). Licensee agrees that information requested by and provided to eVolve, such as (but not limited to) name, job title, email address, etc. is accurate to the best of your knowledge. eVolve shall retain full ownership of the Usage Data.

10.2 **Customer Data.** Customer Data is data (excluding Usage Data and Resultant Data) that You upload to the Software or that You otherwise transfer, process, use, or store in connection with Your use of the Software. eVolve acknowledges that, as between eVolve and You, You own all right, title, and interest, including all intellectual property rights, in and to the Customer Data. You hereby grant to eVolve a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for eVolve to provide the Software to You.

10.3 **Resultant Data.** Resultant Data is data and information related to Your use of the Software that eVolve collects and uses in an aggregate and anonymized manner, such as to compile statistical and performance information related to the provision and operation of the Software and to develop models, baselines & benchmarks that improve the Software. eVolve may use this data, without limitation, to improve the performance of the Services, develop
important updates, and/or share that anonymized or aggregated information with third parties. eVolve never uses it to re-identify You. In furtherance of the foregoing, You hereby unconditionally and irrevocably grant eVolve an assignment of all right, title, and interest in and to the Resultant Data, including all intellectual property rights relating thereto. If provided as an option in the specific Software type You license, you may opt out of eVolve’s collection of Resultant Data on a Licensee or project basis.

11. Publicity. During the term of this Agreement, eVolve may identify Licensee as a customer of eVolve who uses the Software, including using the Licensee’s logo, solely in marketing materials and on eVolve’s website.

12. Mechanical Contractors Association of America (“MCAA”) Data. In the event the Software provided by eVolve contains licensed MCAA data, You agree to maintain compliance with usage terms defined by the MCAA license agreement. eVolve does not define MCAA usage terms nor does eVolve provide MCAA usage licenses.

13. Warranty Disclaimer. eVOLVE PROVIDES THE SOFTWARE "AS IS" AND WITH ALL FAULTS. NEITHER eVOLVE NOR ANY OF ITS AFFILIATES, SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. eVOLVE AND ITS AFFILIATES, RESELLERS AND SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. THERE IS NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. YOU ASSUME THE ENTIRE RISK OF SELECTION, INSTALLATION, AND USE OF THE SOFTWARE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

14. Additional Rights. If implied warranties may not be disclaimed under applicable law, then ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. Some jurisdictions do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to You.

15. Limitation of Liability. INDEPENDENT OF THE FORGOING PROVISIONS, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL eVOLVE OR ANY OF ITS AFFILIATES, RESELLERS OR SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF eVOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL eVOLVE’S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE THE AMOUNT OF THE LICENSE FEES PAID FOR THE THEN-CURRENT TERM, AND NOT THE ENTIRE LICENSE FEE PAID FROM SIGN-UP.

16. Export Controls. You agree to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals.
17. Licensee Outside The U.S. If You are located outside the United States of America, then the following provisions shall apply: (i) Les parties aux presents confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui siy rattache, soient rediges en langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software, and You represent that You have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

18. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

19. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Atlanta, Georgia, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Georgia, USA and/or U.S. federal law to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to $1000.00.

20. Governing Law, Jurisdiction, and Venue. The validity, construction, and performance of this Agreement shall be governed by the law of the State of Georgia, USA, without regard to conflicts of law provisions. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The parties agree that the Uniform Computer Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement, and to the extent that UCITA may be applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

The courts of Fulton County in the State of Georgia, USA or the U.S. District Court, Northern District of Georgia, Atlanta Division, shall be the exclusive jurisdictions and venues for all legal proceedings that are not arbitrated under this Agreement.

21. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communication failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may
terminate this Agreement immediately without liability by ten (10) days written notice to the other.

22. Indemnification. Licensee hereby agrees that it shall indemnify and hold harmless eVolve and its Resellers, affiliates and suppliers from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or from Licensee’s (including Licensee’s user’s) (i) breach of this Agreement and (ii) unauthorized access to or improper use of customer, owner or partner data.

23. Conflicting Terms. In the event of a conflict between any term of this Agreement and any other applicable terms of eVolve (including, without limitation, an Order Form), such other terms will apply.