

TERMS OF SERVICE (Effective as of January 16, 2014)

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU (“You” or “User” or identified herein with “your” or “yourself”) AND AMERICAN INSTITUTE OF ARCHITECTS (“AIA”). BEFORE INSTALLING, ACCESSING, OR USING ANY PART OF THE AIA CONTRACT DOCUMENTS® ONLINE SERVICE, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF SERVICE (THE “AGREEMENT”) AS THEY GOVERN YOUR USE OF THE AIA CONTRACT DOCUMENTS® ONLINE SERVICE AND ITS AVAILABLE OR RELATED SOFTWARE, DOCUMENTATION, TEMPLATES, FORMS, DATABASES, AND SYSTEM (THE “ACD ONLINE SERVICE”). AIA IS WILLING TO LICENSE THE USE OF THE ACD ONLINE SERVICE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

BY CLICKING "I ACCEPT" AT THE END OF THIS AGREEMENT OR BY INSTALLING, ACCESSING, OR USING ANY PART OF THE ACD ONLINE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION BY AIA TO INSTALL, ACCESS, OR OTHERWISE USE THE ACD ONLINE SERVICE. IN SUCH CASE, PLEASE CLICK "I REJECT" AND PROMPTLY RETURN AND/OR DELETE ANY MATERIALS RELATED TO THE ACD ONLINE SERVICE THAT YOU HAVE RECEIVED FROM AIA OR THAT YOU HAVE IN YOUR POSSESSION.

TERMS AND CONDITIONS

1. AIA CONTRACT DOCUMENTS ONLINE SERVICE.

Pursuant to the terms and conditions of this Agreement, this Agreement makes available AIA’s ACD Online Service and, in particular, its templates and forms that can be used through AIA’s associated software system to prepare contracts and related legal terms and conditions for design and construction projects. For more information regarding AIA’s ACD Online Service, please review the summary and description located at <http://www.aiacontracts.org>.

2. CLIENT INFORMATION.

You shall retain all right, title and interest in the particular data regarding your own or your employer’s own design and construction projects as provided by You (or your Authorized Users (as such term is defined below)) to AIA (collectively, “Client Information”). Client Information, however, shall not be interpreted to include the scores, metrics, and related files created by AIA, the data generated anew by the ACD Online Service or, as between You and AIA, data submitted by other Users, data obtained from sources other than You, data merged or aggregated by AIA, or any publicly available data. Upon termination or expiration of this Agreement, AIA may destroy any Client Information in the form of

client logos, trademarks, service marks, or other identifiable marketing materials. But, the foregoing responsibilities are not intended to limit AIA's right to re-use or re-purpose in any manner any personally identifiable or other data obtained from sources other than You, even if the data relates to the same data subjects as data contained in the Client Information.

3. DELIVERY OF DATA.

You acknowledge and agree that AIA shall not be obligated to incorporate into or process through the ACD Online Service any Client Information whose technical requirements do not fit within any specified technical parameters. In connection with delivering and providing to AIA any Client Information, You hereby grant to AIA a non-exclusive, worldwide, royaltyfree, right and license to collect certain data (including data on usage patterns, personal information (e.g., name, email, etc.), and other communications you make publicly available) and copy, distribute, create derivative works from, display, merge with other data, modify, reformat, transmit, and otherwise use any such Client Information as necessary in connection with AIA's operation, maintenance, support, or other business purposes for the ACD Online Service or for reporting, management, and analytical purpose, including, without limitation, for creating or delivering templates or contracts, confirming certain data points, creating and maintaining accounts, aggregating or merging Client Information with data from other sources and creating databases, and using such data to create scores, provide data analytics, and market derivative products and services to third parties, in any form, media, or technology now known or later developed.

4. ACD ONLINE SERVICE LICENSE GRANT.

Conditioned on your continued compliance with the terms and conditions of this Agreement, this Agreement provides You and your "Authorized Users," i.e., each and the total number of your individual (and current) employees, contractors, or agents that are permitted by You to access the ACD Online Service either directly by provision of a named account or by invitation to the Share for Review feature and who are required to abide by this Agreement, with a revocable, limited, non-exclusive, and nontransferable license to use the ACD Online Service only for your personal or internal business use and only in connection with the generation and review of contracts, forms, and related terms and conditions using your Client Information. This license further permits You to (i) access the ACD Online Service on a single laptop, terminal, workstation, or computer so long as all such access and use remains limited to a the single end user named in the license; (ii) access the ACD Online Service from the Internet or through an on-line network so long as all such access and use remains limited to a single end user; (iii) load authorized aspects of the ACD Online Service into your computer's temporary memory (RAM) and, in particular, the AIA designated form(s) or template(s); (iv) create printouts of your output from the ACD Online Service with respect to your Client Information and the related (configured) contract, form, or term and condition; (v) create derivative works of the AIA templates and forms as permitted by the ACD Online Service authorized functionality using your Client Information for the sole purpose of crafting customized contracts, forms, or terms or conditions for your project(s), and (vi) distribute copies of your crafted contracts, forms, or terms and conditions utilizing Client Information to third parties designated by You through the ACD Online Service. Any rights granted hereby are licensed and not sold or otherwise transferred or assigned to You or any third party. If You are using the ACD Online Service on behalf of a company or other form of legal entity, please note that such a company or entity may have a separate agreement with AIA regarding access and usage privileges for the ACD Online Service, which could entitle You to use the ACD Online Service in support of a project(s) of your employer. Nevertheless, your

personal use of the ACD Online Service will also be subject to the terms and conditions of this Agreement.

5. LICENSE GRANT ACKNOWLEDGEMENTS & RESTRICTIONS.

This Agreement is for an online service utilizing remote software. Accordingly, You will not receive a copy of the ACD Online Service, will not be permitted any access to the programming or source code, and will not have the right to install the ACD Online Service in or on any other system, network, device, or equipment. AIA reserves the right to change or modify the ACD Online Service in its sole discretion. Moreover, except as provided above, You may not modify, alter, combine, merge, translate, decompile, create derivative work(s) of, distribute, disassemble, reverse engineer, benchmark, broadcast, transmit, reproduce, attempt to examine the source code, publish, license, sub-license, transfer, sell, resell, trade, exploit, rent, timeshare, outsource, provide on a service bureau basis, lease, grant a security interest in, transfer any right(s) in, or otherwise use in any manner or for any purpose not expressly permitted herein the ACD Online Service or any part thereof. In addition, You may not (i) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal You send to AIA on or through the ACD Online Service; (ii) market, co-brand, private label, or otherwise permit third parties to access, distribute, or use the ACD Online Service (or any part thereof (including any template(s) or form(s)) without AIA's express, separate, and prior written permission; (iii) use the ACD Online Service for purposes of credit, employment or other eligibility or entitlement; (iv) use the ACD Online Service in an unlawful manner, for unfair or deceptive purposes, or in a manner that could damage, disparage, or otherwise negatively impact AIA, such as by sending spam or unsolicited messages in violation of applicable laws, software viruses or other harmful programs or code, or infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material; or (v) use any ghost fill or draft program with the ACD Online Service. Any right to make available configured contracts or terms and conditions (using Client Information) shall only be through the ACD Online Service. In addition, You may not remove or alter any proprietary watermark or notice on the ACD Online Service (or any materials therefrom) or use, post, or display any ACD Online Service materials apart from authorized use of the ACD Online Service. Distribution or use of blank templates or forms apart from the ACD Online Service is expressly prohibited. All rights not expressly granted to You herein are hereby reserved to AIA.

6. USER OBLIGATIONS.

You are responsible for your Authorized Users that access the ACD Online Service through your account. By installing, accessing, or using the ACD Online Service in order to view any information and materials or submit information of any kind, You will, at all times, provide true, accurate, current, and complete information when submitting information or materials on the ACD Online Service, including, without limitation, when You provide information via a registration or submission form. By installing, accessing, and using the ACD Online Service, You also agree to furnish to or allow AIA to collect in a timely manner such necessary information (including, without limitation, certain data regarding usage patterns, personal information (e.g., name, email, etc.), and other communications you make publicly available, provide AIA reasonable cooperation required for use or implementation of the ACD Online Service, and abide by all applicable local, state, national, and international laws and regulations with respect to your use of the ACD Online Service, including, without limitation, with respect to any and all activities You

conduct using available data or under applicable privacy or information security laws, rules, regulations, and professional standards. In addition, You agree to assume all responsibility concerning your use of the ACD Online Service, including being held responsible for any and all activity occurring through your username and password (and the related account access) and with respect to providing any support and meeting any requirements of your contracts with third parties. For any information or materials downloaded, transmitted, or copied from the ACD Online Service, You must reproduce all legends, notices, and identification markers associated with authenticating documents or indicating that the ACD Online Service is the property of AIA. You are solely responsible for the information or data you submit, display, or send using the ACD Online Service and agree that You will not post or transmit any information, which may damage, lessen, or harm the goodwill or reputation of AIA or which defames, harasses, threatens, offends, or in any way violates or infringes on the rights of others. AIA does not edit, endorse, approve, or control any opinion or information provided by You or another person or entity on or through the ACD Online Service. Nevertheless, AIA reserves the right to delete, edit, or take other appropriate action with respect to the ACD Online Service (or parts thereof), including, without limitation, terminating your access or use or removing or deleting any Client Information, that AIA believes in good faith violate this Agreement or are potentially unlawful or harmful to AIA and/or other persons or entities AIA assumes no responsibility or liability for any claims that may result directly or indirectly from the third party communications or interactions You establish. Failure by You or one of your Authorized Users to fulfill any responsibilities under this Agreement at all or in a timely manner for any reason shall entitle AIA to act as it deems prudent to mitigate such effects and AIA shall be excused from any obligations hereunder to the extent adversely impacted by such failure. Finally, You shall be solely responsible for providing the software, hardware, communication links, and connections necessary to access the ACD Online Service and, unless otherwise agreed by AIA, for training yourself with respect to use of the ACD Online Service. To the extent You request from AIA additional support, training, implementation, or other programming work relating to the ACD Online Service, You must execute a separate agreement with AIA for such support, training, implementation, or programming work.

7. ACCESS.

AIA shall designate for You an account for your use of the ACD Online Service with any other specifics for access provided online, including whether you have received a single license or a license to authorize use by a particular number of Authorized Users. Use of the ACD Online Service requires both a username and a password (to be provided by AIA) and any additional user authentication mechanism deemed appropriate by the AIA, and adherence to particular access requirements (including for single User and Authorized User access) as designated by AIA for the ACD Online Service in accordance with this Agreement or any other related agreement with AIA. Only one person can use one password. Doing so insures that only You and your Authorized Users will be able to access your account through the ACD Online Service. Anyone with knowledge of both your username and password can gain access to the restricted portions of the ACD Online Service and to your account. Accordingly, by using the ACD Online Service, You agree to keep your username and password confidential. You also agree not to use another User's username and password. You will immediately notify AIA if You become aware of any loss or theft of your password or any unauthorized use of your username and password (or related account). AIA cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. AIA reserves the right to delete or change a password at any time and for any reason and will provide You with notice of any changes.

8. SECURITY & ENFORCEMENT.

You shall not, nor shall You permit any third party to, (i) disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by AIA for use of the ACD Online Service; (ii) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the ACD Online Service (or its data) or in any way reproduce or circumvent the navigational structure or presentation of the ACD Online Service to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the ACD Online Service; (iii) attempt to gain unauthorized access to any portion or feature of the ACD Online Service, including, without limitation, the account of another User(s), any other systems or networks connected to the ACD Online Service, any AIA server, or to any of the services offered on or through the ACD Online Service by hacking, password "mining," or any other illegitimate or prohibited means; (iv) probe, scan, or test the vulnerability of the ACD Online Service or any network connected to the ACD Online Service; (v) reverse look-up, harvest, collect, trace, or seek to trace any information on any other User of the ACD Online Service; or (vi) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the ACD Online Service or AIA's systems or networks connected to the ACD Online Service. AIA agrees to make reasonable commercial efforts to safeguard the Client Information, including any associated personally identifiable information, provided by You from unauthorized access or use. Nevertheless, as it relates to AIA and in circumstances when AIA needs to protect its own or another User's interests, You have no reasonable expectation of privacy while using the ACD Online Service because AIA reserves the right to view, monitor, and/or record activity related to the ACD Online Service (in accordance with applicable law). AIA also reserves the right at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the ACD Online Service, or any portion thereof, in order to protect the ACD Online Service or AIA's rights or business. You will immediately notify AIA if You become aware of any unauthorized use of the ACD Online Service. You also acknowledge that any breach, threatened or actual, of this Agreement will cause irreparable injury to AIA, such injury would not be quantifiable in monetary damages, and AIA would not have an adequate remedy at law. You therefore agree that AIA and/or its licensors shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement. Accordingly, You hereby waive any requirement that AIA post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to AIA to enforce any provision of this Agreement.

9. PROPRIETARY RIGHTS.

This Agreement is for a non-exclusive arrangement and does not preclude AIA from making and entering into similar arrangements with others. AIA and/or its licensors, as applicable, retain all ownership right, title, and interest in and to all interfaces, programs, software, information, and documentation associated with the ACD Online Service as well as any data or content compiled, collected, or associated with the ACD Online Service or with the selection or arrangement thereof. AIA, AMERICAN INSTITUTE OF ARCHITECTS, the AIA Logo, AIA CONTRACT DOCUMENTS and all other names, logos, and icons identifying AIA and its products and services are proprietary trademarks of AIA and/or its licensors, as applicable, and any use of such marks without the express written permission of AIA is strictly prohibited. Except as expressly provided herein, AIA does not grant any express or implied right to You

or any other person under any intellectual or proprietary rights. Accordingly, unauthorized use of the ACD Online Service may violate intellectual property or other proprietary rights laws as well as other domestic and international laws, regulations, and statutes, including, but not limited to, United States copyright, trade secret, patent, and trademark law. All third party software incorporated into the ACD Online Service is subject to the terms and licenses prescribed by the applicable third party vendors.

10. COPYRIGHT; DESIGNATED AGENT FOR NOTIFICATION OF CLAIMS OF INFRINGEMENT.

AIA respects the intellectual property of others, and it asks its Users to do the same. Accordingly, it is AIA's policy to respond to a notice of alleged infringement in a manner that complies with U.S. Copyright Law, and in particular, the Digital Millennium Copyright Act. Responses may include removing or disabling access to content or material claimed to be the subject of infringing activity and/or terminating your right to access and use the ACD Online Service. But, You acknowledge that you may be liable for damages, including attorneys' fees and costs, if You materially misrepresent that a work or activity is infringing your rights. If AIA terminates or suspends a User's access to or use of the ACD Online Service, AIA will make a good-faith attempt (as warranted) to contact the person or entity who posted the content so that they may make counter notification pursuant to applicable laws. It is AIA's policy to document all notices of alleged infringement upon which AIA decides to take action. As with all legal notices, a copy of the notice may be sent to one or more third parties who may make such notice available to the public. If You believe that one or more of your works have been copied in a way that constitutes copyright infringement, please provide a written notice of your claim of copyright infringement that is directed to AIA's designated agent as specified below along with the following information:

A signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;

A description, in reasonable detail (including any applicable URL address), of the copyrighted work that you claim has been infringed;

A description, in reasonable detail, of where the material that you claim is infringing is located on the site controlled by AIA;

Your name, address, telephone number, and e-mail address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your written notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Designated Agent: AIA Contract Documents Department, Attention: DMCA Complaints, 1735 New York Avenue, NW, Washington, DC 20006.

Counter notification, as permitted by applicable law and, in particular, the Digital Millennium Copyright

Act, may be sent to the AIA's Designated Agent. All counter notifications must include responsive information to what is set forth above including any required statements or signatures.

11. CONFIDENTIALITY.

You acknowledge and agree that in connection with this Agreement or your use of the ACD Online Service You may receive or gain access to the confidential, proprietary, or sensitive information of AIA and/or its licensors (the "Confidential Information"). Moreover, You acknowledge and agree that (i) the ACD Online Service accesses unpublished, licensed works, and trade secrets; (ii) independent economic advantages are derived by AIA from its ownership of the ACD Online Service; and (iii) the ACD Online Service's software, manuals, databases, and programming code are also Confidential Information. Accordingly, with respect to the Confidential Information of AIA, You agree to secure and protect the confidentiality of the Confidential Information of AIA (and/or its licensors) in a manner consistent with the maintenance of AIA's rights therein, using at least as great a degree of care as You use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You also acknowledge and agree that any disclosure or unauthorized use of such Confidential Information would be detrimental to AIA and its business and goodwill. You therefore shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Agreement. All Confidential Information of AIA shall remain the exclusive property of AIA. These restrictions do not apply to Confidential Information which You (i) are required by law or regulation to disclose, but only to the extent and for the purposes of such law or regulation; (ii) disclose in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if You first notify AIA of the order and permit AIA to seek an appropriate protective order or move to quash or limit such order; or (iii) disclose with written permission of AIA, in compliance with any terms or conditions set by AIA regarding such disclosure. Upon termination or expiration of this Agreement, You shall return to AIA or destroy, at the request of AIA, all Confidential Information of AIA and certify in writing to AIA, within ten (10) days following termination or expiration, that all such Confidential Information has been returned or destroyed.

12. PAYMENT TERMS.

In order to use the ACD Online Service, You shall pay the then-standard license or subscription fee(s) (as designated by AIA) for use of the ACD Online Service. Such fee(s) is for the designated time period, shall be payable in advance, and shall be non-cancelable once You access or use The ACD Online Service or the designated license period begins following the submission of the information to establish a registration account with AIA for use of The ACD Online Service. No more than once each calendar year, AIA may increase such fees following the designated license period or the end of the then current calendar year, whichever occurs first. All fees are non-cancelable and do not include any applicable taxes and You shall remain responsible for and shall pay all taxes, duties and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under the Agreement (exclusive of taxes on AIA's net income). You shall provide copies of any and all exemption certificates to AIA if You are entitled to any exemption. You shall not offset or reduce any amount owed to AIA. AIA will invoice You for all standard time and materials rates or such other pricing or fees or reimbursable expenses, including, but not limited to, travel and per diem expenses incurred by AIA for any support, training, implementation, or programming work provided at a location outside of AIA's principal office requested by You. All fees or expenses are in U.S. Dollars (\$), and You shall forward the payment of any fees (in

U.S. Dollars) to AIA at the address designated by AIA. Unless otherwise indicated by AIA in writing, all invoices that AIA submits to You must be paid within 30 days of the receipt of AIA's invoice. All past-due payments will accrue interest at a rate of 1.5% or the highest rate permissible by law, whichever is less, per month on the unpaid balance from the due date until paid in full. AIA also reserves the right to terminate or suspend access to The ACD Online Service if You fail to pay any amounts within 60 days of when due. You shall reimburse AIA for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts. Unless otherwise specified herein, all obligations with respect to the amounts due to AIA under the Agreement shall survive any expiration or termination of the Agreement.

13. PRIVACY and STORAGE & SECURITY POLICIES.

Please review AIA's Privacy Policy found at http://www.aia.org/about_privacy/index.htm for a summary of AIA's collection and use practices. But, You acknowledge and agree that any third party websites, pages, or networks shall be governed by the privacy policies provided by such third party owners or operators. You should review such policies as they are outside AIA's control.

Please review AIA's Storage and security policy found at <https://www.aiacontracts.org/contract-doc-pages/21177-security>.

14. SERVICES POLICY.

The content layout, formatting, and arrangement of or for the ACD Online Service shall be as specified or determined by AIA in its sole discretion. AIA shall use commercially reasonable efforts to make the ACD Online Service accessible to You through the designated AIA site, subject to AIA's sole right to modify, upgrade, or change the ACD Online Service or to perform required and emergency maintenance, failure of third party websites, pages, networks and communications facilities, and events of force majeure. In addition to complying with applicable law, AIA makes the storage and security commitment for the ACD Online Service as set forth on <http://www.aia.org> (as changed by AIA from time to time). But, while AIA has endeavored to create a secure and reliable solution, You acknowledge and agree that the confidentiality or retention of any information or material stored with or transmitted to/from the ACD Online Service over the Internet or other form of global communication network cannot be and is not guaranteed. AIA shall also provide, during the term of the Agreement and during its normal business hours, the technical support for the ACD Online Service as set forth on <http://www.aia.org> (as changed by AIA from time to time). AIA shall provide only the training that is outlined on <http://www.aia.org> with respect to the use of the ACD Online Service. Except for the training to be provided by AIA, as specifically set forth herein, You shall be solely responsible for training and otherwise informing Authorized Users of the features and capabilities of the ACD Online Service. With respect to any of the foregoing Services to be provided by AIA under the Agreement (the "Services"), You acknowledge and agree to the following: (i) AIA has the right to control and direct the means, manner, and method by which the Services are performed and may perform the Services at any place or location and at such time as AIA may determine reasonable; (ii) AIA may, from time to time engage independent contractors, consultants, or subcontractors to aid AIA in performing the Services under the Agreement; and (iii) AIA has the right to perform services for others during the term of the Agreement. To the extent You requests from AIA additional support, training, or other programming work relating to the ACD Online Service (including any work associated with branding a portal page to the ACD Online Service) that is otherwise beyond AIA's stated obligations in the Agreement, AIA may provide such support, training, or programming work, in its sole discretion, at its standard time and materials rates or such other pricing or

fees as agreed to in writing and subject to the terms of this Agreement and any other written agreement required by AIA. You understand and acknowledge that AIA at its discretion may discontinue, curtail, place limits on, or charge a fee at any time for any reason for its technical support services for the ACD Online Service.

15. OTHER TERMS AND CONDITIONS.

Additional notices, terms, and conditions, including, without limitation, AIA's **Membership Agreement**, and the payment terms due and owing thereunder, may apply to the use of the ACD Online Service. You agree to abide by such other notices, terms, and conditions (as applicable). If there is a conflict with this Agreement and AIA's obligations, if any, with respect to its services, programs, and/or products, each are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing should be construed to alter such terms, conditions, notices, and agreements. Nevertheless, your use of the ACD Online Service shall be pursuant to this Agreement.

16. LINKS TO OTHER SITES.

The ACD Online Service may facilitate access to other sites or on-line social media networks or pages. These sites, networks, or pages have not necessarily been reviewed by AIA and are maintained by third parties over which AIA exercises no control. Accordingly, AIA expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third party Web sites, networks, or pages. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.

17. MOBILE SERVICES.

The ACD Online Service may include certain (or corresponding) tools or services that are available to You via your mobile phone or other mobile device if You have subscribed to or agreed to receive them, including the ability to use your mobile device to receive and reply to messages from AIA and access certain other features (collectively, "Mobile Services"). Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, You are responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost You.

18. FEEDBACK.

AIA welcomes your feedback and suggestions about AIA's products or services or with respect to how to improve the ACD Online Service. You can contact AIA at software@aia.org. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to AIA, You represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that You have all rights necessary to convey such feedback to AIA. In addition, any feedback received from you

regarding the ACD Online Service will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for AIA to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such feedback, and You hereby waive any claim to the contrary.

19. REPRESENTATIONS AND WARRANTIES.

You represent and warrant to AIA that (i) You are at least the legal age of majority, (ii) You are authorized to enter into this Agreement on behalf of yourself or your employer (in the event You access the ACD Online Service and/or agree to this Agreement on behalf of such entity), and (ii) You are authorized and able to fulfill and perform the obligations and meet the conditions of a User as specified herein. With respect to the Client Information, You further represent and warrant that (a) You own or hold all sufficient rights in and to the Client Information as may be necessary to authorize the access and use thereof contemplated by this Agreement, including without limitation all necessary and valid consents from the individuals to whom the information relates; (b) the Client Information has been collected in accordance with all applicable laws (including regulations and attorney general or agency guidance, guides, or rulemaking); (c) the Client Information will not contain any social security numbers, payment card information, or medical records; and (d) the provision by You and the intended use by AIA of Client Information as authorized or pursuant to the rights granted in this Agreement will not violate any applicable laws or privacy policies or require the consent or authorization of any individual or other third party.

20. WARRANTY DISCLAIMER.

AIA AND THE ACD ONLINE SERVICE DO NOT PROVIDE LEGAL ADVICE. MOREOVER, AIA MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU ON AN INDIVIDUAL BASIS ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, PROGRAMS, PRODUCTS, SERVICES, AND MATERIALS ASSOCIATED WITH OR AVAILABLE THROUGH THE ACD ONLINE SERVICE FOR ANY PURPOSE OR WITH RESPECT TO YOUR ABILITY TO ACHIEVE YOUR INTENDED RESULT. UNLESS OTHERWISE AGREED, THE ACD ONLINE SERVICE AND ANY SUCH INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS WELL AS ANY WARRANTY RELATED TO THE USE, OR THE RESULTS OF THE USE, OF THE ACD ONLINE SERVICE OR DOCUMENTATION ASSOCIATED THEREWITH IN TERMS OF AVAILABILITY, ACCURACY, SECURITY, RELIABILITY, OR OTHERWISE. AIA ALSO DOES NOT WARRANT THAT THE ACD ONLINE SERVICE WILL ENABLE YOU TO MEET OR ACHIEVE ANY CERTIFICATION OR LEGAL STANDARD OR OPERATE ERRORFREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE AVAILABILITY, QUALITY, AND PERFORMANCE OF THE ACD ONLINE SERVICE IS WITH YOU.

21. LIMITATION OF LIABILITY.

YOU ARE SOLELY RESPONSIBLE FOR OBTAINING YOUR OWN LEGAL ADVICE OR FOR PROTECTING LEGAL PRIVILEGE OR ABIDING BY OR NEGOTIATING YOUR OWN CONTRACTS AND LEGAL TERMS AND CONDITIONS. YOU EXPRESSLY ABSOLVE AND RELEASE AIA FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND AIA'S CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES, OR NATURAL DISASTERS, STRIKES OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL AIA BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE ACD ONLINE SERVICE BY YOU OR FOR ANY INFORMATION, PROGRAMS, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE WITH OR THROUGH THE ACD ONLINE SERVICE, OR OTHERWISE ARISING OUT OF UTILIZATION OF THE ACD ONLINE SERVICE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF AIA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF AIA FOR ANY REASON WHATSOEVER RELATED TO YOUR PERSONAL USE OF THE ACD ONLINE SERVICE OR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED YOUR LICENSE COST OR \$5,000 (USD), WHICHEVER IS LESS.

22. INDEMNITY.

You agree to defend, indemnify, and hold harmless AIA and its employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach by You of this Agreement.

23. GOVERNING LAW.

This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the District of Columbia, U.S.A., as applied to agreements entered into and completely performed in the District of Columbia. The state or local courts in the District of Columbia will have exclusive jurisdiction and venue over all controversies in connection with this Agreement, and You hereby consent to such exclusive and personal jurisdiction and venue. Any claim You might have against AIA arising out of performance under this Agreement must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. In addition, You agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement and that You and AIA each has the right to seek attorneys' fees in any proceeding. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed.

24. TERM AND TERMINATION.

This Agreement and your right to use the ACD Online Service will take effect at the moment You click "ACCEPT" or You install, access, or use the ACD Online Service and is effective until terminated as set forth below. Any permissible renewal shall be as agreed upon by AIA and pursuant to payment of the applicable fee(s). This Agreement and your right to access and use the ACD Online Service will terminate automatically if You click "REJECT," upon the expiration of the defined term for your subscription and right to access and use the ACD Online Service, or if You fail to comply with any of the terms and conditions described herein, including, without limitation, by providing any false, inaccurate, untrue, or incomplete information, by exceeding the scope of the license, or by failing to pay in a timely manner any applicable fees, charges, or costs. AIA may suspend or terminate your access to the ACD Online Service immediately in the event of termination of this Agreement and such termination or expiration of this Agreement will therefore be effective without notice. You may also terminate at any time by ceasing to use the ACD Online Service and providing AIA notice of termination through your account, but all applicable provisions of this Agreement will survive termination, as outlined below. Upon termination or expiration, You must return, destroy, or delete from your system all copies of the ACD Online Service (and any associated materials and data) in your possession. The provisions concerning ownership of intellectual property, feedback, confidentiality, disclaimers of warranty, limitations of liability, termination, governing law, and the miscellaneous terms will survive the termination or expiration of this Agreement for any reason.

25. NOTICES.

You agree that any notice required to be sent by You to AIA shall be sent to the address designated by AIA for receipt of communications. docstechsupport@aia.org AIA will and may provide any notice hereunder (effective upon submission) to the address You provide to AIA as a part of registering to use the ACD Online Service. It is your responsibility to update and maintain current notice information. In addition, AIA shall also be permitted to communicate with You through the email address You provide and, when for changes applicable generally to all Users, through the posting of notice to and through the ACD Online Service.

26. MISCELLANEOUS.

You and AIA agree that this Agreement is for the benefit of You and AIA as well as AIA's licensors with respect to enforcing rights in such licensors' software. Accordingly, this Agreement is personal to You, and You may not assign your rights or obligations to any other person or entity without AIA's prior written consent. Failure by AIA to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by AIA of that or any subsequent default or failure of performance. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein. You and AIA are independent contractors. No joint venture, partnership, employment, or agency relationship exists between You and AIA as result of

this Agreement or your utilization of the ACD Online Service, and You shall have no right to bind AIA without its prior written permission. Headings herein are for convenience only. This Agreement represents the entire agreement between You and AIA with respect to your personal use of the ACD Online Service, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and AIA with respect to the ACD Online Service. Other agreements and terms and conditions may apply to use of the ACD Online Service and AIA's Privacy Policy is specifically incorporated by this reference. Unless otherwise agreed to by AIA, please note that AIA reserves the right to change the terms and conditions of this Agreement and under which the ACD Online Service is extended to You by providing You in writing or electronically a copy of such revised terms and conditions (or notice thereof). Following such provision or notice, your continued use of the ACD Online Service will be conclusively deemed acceptance of any change to this Agreement or the ACD Online Service.

I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. PLEASE MANIFEST YOUR ASSENT TO THIS AGREEMENT BY CLICKING ON THE APPROPRIATE LINK BELOW.

I HAVE READ AND UNDERSTOOD AND ACCEPT THIS AGREEMENT.

I REJECT THIS AGREEMENT.

Last update January 13, 2014