END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is a legal agreement between you (either as an individual or representing an entity) and The American Institute of Architects ("AIA") to install and use AIA Contract Documents® software to access AIA Contract Documents.

BY DOWNLOADING OR INSTALLING, ACTIVATING, CLICKING THE ACCEPTANCE BUTTON OR USING THE SOFTWARE, YOU, THE LICENSEE, CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, SELECT THE BUTTON INDICATING NONACCEPTANCE AND PROMPTLY RETURN THE SOFTWARE TO AIA AT 1735 NEW YORK AVENUE, NW, WASHINGTON, DC 20006-5292. IF YOU RECEIVED A PRINTED AGREEMENT CONTAINING TERMS DIFFERING FROM THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL GOVERN YOUR USE OF THE SOFTWARE. ONLY PERSONS WHO HAVE ACCEPTED THE TERMS OF THIS AGREEMENT ARE PERMITTED TO USE THE SOFTWARE. AS THE LICENSEE, YOU MUST ENSURE THAT ANY PERSON WHO USES THE SOFTWARE AGREES TO THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

"AIA Contract Documents" refers to AIA's proprietary collection of forms and agreements that define contractual relationships and terms involved in design and construction projects.

"Documentation" includes, but is not limited to, the document instructions, software help, the animated tutorial, knowledge base, supplemental help information, and any other materials accompanying the Software and the AIA Contract Documents.

"GhostFill Software" and "GhostDraft Software" mean the GhostFill and GhostDraft document assembly software solutions, including any modifications and upgrades, of the computer software product, along with necessary documentation, which are installed along with the AIA Contract Documents software.

"Project" means all aspects involved in the design, construction, renovation, repair or maintenance of a proposed or existing physical structure or portion thereof; or of improvements to real property.

"Software" means AIA Contract Documents software.

"To install the Software" means loading the Software into a computer's Random Access Memory ("RAM"), as well as installation on a hard disk or other storage device.

"Workstation" means a single-user computer.

"Upgrade" means any revision or change to the Software, including without limitation, modifications necessary to allow the Software to work in connection with revisions to the respective operating systems, or updates to the Software that AIA provides to users.

2. LICENSE

The Software is owned by AIA and is protected by United States copyright laws and international treaty provisions. AIA retains all rights, title and interest in all copyright and other intellectual property rights in the Software. AIA hereby grants to you (either as an individual or representing an entity) a non-exclusive, non-transferable license to use the Software, which includes without limitation the AIA Contract Documents and all Documentation provided with the Software, which are also copyrighted by AIA, all in accordance with the terms and conditions of this Agreement.

3. USE LIMITATIONS

(a) (i) Single User License. This Agreement authorizes you to install the Software on a Workstation if you ordered and paid for a Single User License.

- (ii) Multi-Seat License. This Agreement authorizes you to install the Software at the number of Workstations authorized by your Multi-Seat License.
- (iii) Student Edition License. This Agreement authorizes you to install the Software on a Workstation solely for educational, non-commercial purposes.
- (b) (i) If you purchased a Single User or Multi-Seat License, you and any other representative of the entity you represent who has accepted the terms of this Agreement may create documents using the Software to support only your own Projects or Projects of the entity you represent. From documents prepared using a Workstation on which the Software is installed pursuant to Paragraph 3 (a) (i) or 3 (a) (ii), as applicable, you may photocopy an unlimited number of (a) completed AIA Contract Documents, on condition that the AIA Contract Documents are used in connection with a particular Project identified in the completed AIA Contract Documents; and (b) blank AIA Contract Documents that the Software generates as "DRAFT" versions.
 - (ii) If you hold a Student Edition License, you may make an unlimited number of photocopies of the documents you create using the Software, but only in connection with courses taught and assignments made in an educational setting.
- (c) You may not modify, decompile, disassemble, reverse engineer or create derivative works of the Software or the AIA Contract Documents. You may not sell, distribute or give to others blank documents created with the Software, nor permit persons outside of the entity you represent to use the Software to prepare documents based on AIA's Contract Documents included in the Software without their first obtaining a license from AIA to use the Software.
- (d) This Agreement does not give you permission to cut and paste or use the AIA Contract Documents, or any copyrighted text contained therein, as text for incorporation into non-AIA documents. You may not permit, enable, induce, or assist others to use the Software or the AIA Contract Documents and copyrighted text contained therein to do anything you are prohibited from doing under this Agreement.
- (e) Without a separate written license from the AIA, you may not post any AIA Contract Document that you prepare using the Software to a public Web site.
- (f) Without a separate written license from the AIA, you may not post any AIA Contract Document that you prepare using the Software to an intranet or extranet Web site for any commercial purpose, including, without limitation, for bidding or negotiation of Projects, and for marketing or promotion of Projects or services.
- (g) You may, without obtaining a separate written license from the AIA, post to a password-protected intranet or extranet Web site any AIA Contract Document you prepare using the Software, but only on condition that (i) you have a current Software license at the time you post the document and throughout the time the document remains posted, and (ii) you are not posting the document for any commercial purpose, including, without limitation, for bidding or negotiation of Projects or for marketing or promotion of Projects or services.
- (h) You are prohibited from using either the GhostFill or GhostDraft document assembly solutions, that are incorporated into various versions of the Software, for any purposes other than for operating the Software, using any sample document templates offered in the GhostFill or GhostDraft Software, or as licensed separately to you by Korbitec Holdings Pty Ltd.
- (i) You are prohibited from applying correction fluid, tape or other material to any document you create using the Software, or using another method to obscure or delete the document name and number, the AIA's emblem, logos or other insignia, watermarks, first page sidebar text, or the document footer, except for User Notes. You are also prohibited from applying correction fluid,

tape or other material to any document you create using the Software, or using another method to obscure or delete any line in the left hand margin that the Software automatically inserts to identify additions and deletions to the original AIA Contract Documents text.

(j) AIA reserves the right at any time during the term of the Agreement to alter the method by which AIA offers AIA Contract Documents electronically to end users including by substituting a Webbased delivery system for the Software (which is downloaded by users). In the event of such substitution, your license under the Agreement automatically applies to the substituted system and your license to use the Software will terminate in accordance with the policies generally applicable to Software licenses as established by AIA in accordance with reasonable technical and business practices.

4. TERM AND TERMINATION

This Agreement is effective upon your acceptance of the Agreement by clicking on the acceptance button. This Agreement will continue in effect until terminated either (a) by you at any time by notifying AIA in writing; however, refunds will not be provided for any termination more than thirty (30) days after your receipt of the Software; (b) by the expiration of one year from the date you purchased the license, or (c) automatically, upon your failure to comply with any term or condition of this Agreement. Upon termination, you agree to destroy all copies of the Software and Documentation in your possession and to remove all copies of the Software from all Workstations. Except for termination as a result of (c) under this provision, you may renew your license by purchasing a new license.

5. UPGRADE AND RENEWAL PROVISIONS

If you purchased or otherwise obtained the Software as an Upgrade, as defined in Paragraph 1 of this Agreement, the rights granted to you under this Agreement are valid only if you hold a valid license for a previous version of the Software. AIA may release new versions of the Software and may offer renewals of annual licenses. If a new version or renewal is offered to you, you may obtain the new version or renew on terms and conditions determined by AIA at that time, provided that you comply with all terms and conditions and accept AIA's then-current license agreement superseding this Agreement. All Upgrades shall be considered part of the Software and subject to the terms and conditions of this Agreement. Additional license terms may accompany Upgrades. By downloading, installing, activating, copying or otherwise using any Upgrade, you agree to be bound by the terms accompanying each such Upgrade. If you do not agree to the additional license terms accompanying such Upgrades, do not install, copy, or otherwise use such Upgrades.

6. ACTIVATION CODE

You must maintain in confidence the activation code that you received to enable this license. AIA will terminate your rights under this Agreement immediately if you disclose your activation code to another party and it is used by that party or others to install the Software.

7. INTELLECTUAL PROPERTY RIGHTS AND MARKINGS

All right, title and interest in and to the Software, the Documentation and AIA Contract Documents are owned by the AIA. "The American Institute of Architects®", "AIA®", the AIA logo or emblem, and the "AIA Contract Documents Software" are registered and unregistered trademarks of The American Institute of Architects. You may not use, remove or alter any trademark, logo or emblem, copyright, other proprietary notices, legends, symbols, or labels in the Software, AIA Contract Documents produced by the Software, and Documentation. Nothing in this Agreement constitutes a transfer or waiver of the AIA's rights under applicable law.

8. AUDIT

(a) The Software will log your use of some Software technical functions and will transfer this

technical data to AIA on at least an annual basis. You also may be asked to provide this technical data to AIA as part of any future requests for technical support pursuant to Paragraph 10 of this Agreement. You agree that AIA and its affiliates may use this technical data for the purposes of providing you technical support, and/or improving the Software, the Contract Documents and the Documentation. AIA agrees not to use this technical data in any manner that would personally identify you (or your firm or school) or to share it with any third parties for marketing purposes.

(b) At the AIA's discretion, the AIA or its designee has the right to free and unhindered access to your facilities during business hours to audit your use of the Software, including any documents made from the Software, to determine whether any unauthorized copies or use of the Software have been made. You shall not take any action to jeopardize, limit, or interfere in any manner with the AIA's rights with respect to the Software.

9. LIMITATION OF WARRANTIES AND LIABILITY

You assume responsibility for the selection of the Software to achieve your intended results and for the installation and use of, and results obtained from, the Software. AIA warrants that the Software will perform substantially in accordance with the Documentation. If the Software fails to so perform, contact the AIA within thirty (30) days of receiving the Software, and the AIA will replace the Software. Replacement of the Software is the only remedy that AIA will provide. AIA MAKES, AND YOU RECEIVE, NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SOFTWARE AND THE AIA CONTRACT DOCUMENTS, DOCUMENTATION, OR ANY DISK, ALL OF WHICH ARE PROVIDED "AS IS." AIA shall not be liable for any special, indirect, incidental, or consequential losses or damages (including, without limitation, any loss of data, lost profits, or financial loss) pertaining in any way to the Software, the Documentation, or any disk, or to any of AIA's obligations under this Agreement, even if AIA has been made aware of the possibility of such losses or damages.

10. DISCLAIMER AND INDEMNITY

The Software and AIA Contract Documents produced by the Software provide generalized information and are not legal advice. By using the Software, you agree that you are solely responsible for understanding and complying with the terms and requirements of any documents you produce using the Software and that you will obtain specific legal advice applicable in your jurisdiction regarding the documents produced by the Software to the extent necessary to protect your business interests. You agree to indemnify AIA against any claims by any party based on the documents produced by you and/or your authorized users using the Software.

11. TECHNICAL SUPPORT

AIA will provide technical support to current license holders of the Software through a variety of means, as determined appropriate by the AIA. Please review http://www.aia.org for additional details. 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 this Software.

12. MAINTENANCE

AIA may provide additional downloads to update functions and documents in the Software and will notify you through its Web site at http://www.aia.org or any other means AIA determines appropriate. You understand and acknowledge that AIA at its discretion may discontinue supporting this Software.

13. GENERAL

This Agreement is the complete and exclusive statement of the agreement between you and AIA and supersedes any prior proposal, agreement, or communication, oral or written, pertaining to the subject

matter of this Agreement. This Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws, and of the United States of America. All questions concerning the terms and conditions of this Agreement should be directed in writing to The American Institute of Architects, Attention: General Counsel, 1735 New York Avenue, NW, Washington, DC 20006-5292, U.S.A.

Revised 03/11/09