



3000 Connecticut Avenue, NW, Suite 200
Washington, D.C. 20008
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Compu.ecture, Inc. Service Terms and Conditions for MADCAD.com:

1. PROVISION OF SERVICE

Access. Computecture, Inc. ("Company") grants Customer the right to access the information, documents, images, software and products (the "Content") and various services operated by MADCAD (with the Content, the "Service") as enabled by the programs embodied in the Service ("Applications") and as set forth herein. Company will provide User I.D. with number of concurrent users as set forth in the Order Form so that Customer may provide access to its employees or contractors ("Employees"). Employees who utilize the User I.D.s are referred to herein as "Authorized Users". Company may modify these Terms and Conditions, and Customer's use of the Service will be subject to the most current version of the Terms and Conditions posted on the site at which the Service is provided at the time of such use, and use of the Service shall constitute acceptance of such Terms and Conditions.

2. CUSTOMER OBLIGATIONS

Use of Service Only for Benefit of Customer. Customer's rights in the Service and Content are non-exclusive and non-transferable. Customer shall not sell, lend, rent, transmit, redistribute, or otherwise use or allow the use of the Service for the benefit of or by unrelated third parties or to create a product for resale. Customer will not knowingly permit Employees to (i) use Content for personal or third party purposes; or (ii) take copies of Content with them when they leave their employment or engagement with Customer or otherwise remove Content from Customer's premises except as needed in the course of their employment or engagement with Customer.

Access Policies. Customer shall use commercially reasonable efforts to ensure compliance with the following requirements: (i) only Authorized Users may access the Service; (ii) unless specified in the Order Form, or is used for classroom training or presentation, the Service shall not be displayed on a wall screen or other display intended for an audience.; and (iii) For ASTM standards, User I.D. will be utilized to access the Service only at the number of office locations as set forth in the Order Form.

Downloading. Authorized Users may download portions of the Content for fixed storage in memory or to make a printout, provided that the amount constitutes less than a substantial part of the whole of the Content ("Limited Amount"). An entire document or an entire chapter of a document shall be considered more than a Limited Amount. Such stored and/or printed Content (i) shall be used primarily by the Authorized User; (ii) shall not cumulatively amount to more than a Limited Amount; and (iii) shall not be stored in an archival or other searchable database. Customer shall not engage in or permit the automated, regular, and/or systematic collection or accumulation of Content.

Redistribution of Content. Customer may quote, on an occasional and irregular basis, Limited Amounts of the Content in internal and external documents, provided that: (1) such uses do not cumulatively amount to more than a Limited Amount; (2) such uses (whether external or internal to Customer) do not have the purpose or effect of eliminating the recipient's need to subscribe to the Service; (3) the Content is attributed to Company; and (4) if the Content is distributed externally, Customer shall provide Company with a copy and the attribution to Company shall, whenever practicable, be accompanied by a notice that substantially states "© Computecture Inc. [Date]".



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Enhancements to the Service. From time to time, Company may enhance the Service with new types of Content or features ("Enhancements"). Customer acknowledges that Enhancements may be subject to additional restrictions or conditions to which Customer must agree before use.

3. WARRANTIES AND DISCLAIMERS

Limited Warranty. Company warrants that it will perform the Service under this Agreement in a professional and workmanlike manner. In case of breach of warranty or any other duty related to the quality of the Service, Company will, at its option, correct or re-perform the defective services. In case of breach of warranty or any other duty related to the quality, accuracy, or availability of the Content, Company will, at its option, use commercially reasonable efforts to correct the Content or replace the deficiency of the Content with Content that fulfills substantially the same function. The warranties and remedies specified in this Section will not apply if the deficiencies in the Content or Service are due to extrinsic causes, such as (i) factors outside of Company's reasonable control; (ii) any actions or inactions of Customer or any third parties; or (iii) Customer's equipment or software and/or third party equipment (not within the sole control of Company).

Disclaimer. Customer acknowledges that (i) the Service and the Content may not satisfy all of Customer's requirements; (ii) access to and use of the Company System may not be uninterrupted or error-free; and (iii) the Content may not be error-free. Customer further acknowledges that (i) the prices and other charges contemplated under this Agreement are based on the limited warranty, disclaimer and limitation of liability specified in this Section 3 and (ii) such charges would be substantially higher if any of these provisions were unenforceable. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SOFTWARE, SYSTEM, SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY COMPANY, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

No Consequential Damages. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE CONTENT OR THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT COMPANY MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE GREATER OF THE TOTAL AMOUNT ACTUALLY PAID TO COMPANY BY CUSTOMER DURING THE PRECEDING YEAR OR \$1000. THE LIMITATIONS, EXCLUSIONS AND



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DISCLAIMERS SET FORTH IN THIS SECTION 3 WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

4. INDEMNITY

Company Indemnity. If an action is brought against Customer claiming that any Content infringes a U.S. copyright or trade secret, Company will defend Customer at Company's expense and, subject to Section 3, pay the damages and costs finally awarded against Customer in the infringement action, but only if (i) the Customer notifies Company promptly upon learning that the claim might be asserted, (ii) Company has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (iii) the Customer provides full cooperation in the defense of the claim. If a claim described in this paragraph may be or has been asserted, Customer will permit Company, at Company's option and expense, to procure the right to continue using the Content, or replace or modify the Content to eliminate the infringement. Company will have no indemnity obligation to Customer if the copyright infringement claim results from a modification of the Content not provided by Company or combination of the Content with software or content not provided by Company. With respect to any action specified in this Section, Company's sole obligations and Customer's sole rights with respect to indemnity will be as set forth in this Section 4.

Customer Indemnity. Customer will indemnify Company against any damage, loss, liability or expense (including reasonable attorneys' fees) that Company may incur (i) with respect to any negligent act or omission by, or willful misconduct of, Customer's Employees or (ii) as a result of any modification of or addition to the Content not provided or approved by Company. This Section will not be construed to limit or exclude any other claims or remedies that Company may assert under this Agreement or by law.

5. OWNERSHIP

Content. All intellectual property rights (including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority, or unfair competition law domestic or foreign) in or related to the Content and Applications are and will remain the exclusive property of Company or its suppliers, whether or not specifically recognized or perfected under applicable law. Customer will not take any action that jeopardizes Company's proprietary rights, or acquire any right in the Content or Applications, except the limited rights specified in this Agreement. If Customer creates or compiles content, data, or information identical or similar to any part of the Content (except as expressly permitted by this Agreement), Customer shall not use or access the Content to do so. Company will own all rights in any copy, translation, modification, adaptation or derivation of the Content or Applications. At Company's request, Customer will obtain the execution of any instrument (including from its employees, agents, contractors, consultants or representatives) that may be appropriate to assign these rights to Company or perfect these rights in Company's name.

Infringement. Customer will immediately notify Company if Customer learns of any potential infringement of Company's proprietary rights in the Content or disclosure of Confidential Information (defined below) by an Employee or third party relating to use of or access to the Service provided under this Agreement. Company will determine



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the steps to be taken under these circumstances and Customer will provide Company with any assistance that Company may reasonably request.

6. CONFIDENTIALITY

Definition of Confidential Information. "Confidential Information" is nonpublic information that Company designates as being confidential or that, under the circumstances surrounding receipt, Customer should know is treated as confidential by Company. Confidential Information includes, without limitation, non-public information relating to released or unreleased Company products, Company's business policies or practices, technical information, data collection methods, data structures and formats, Passwords and other information concerning how to access the Service, the terms of this Agreement, and other documentation and information received from others that Company is obligated to treat as confidential. Confidential Information disclosed to Customer by any Company affiliate, its related entities and/or agents is covered by this Agreement. Confidential Information does not include information that Customer can substantiate has been or is: (i) developed by Customer independently and without the benefit of information disclosed hereunder by Company; (ii) lawfully obtained by the Customer from a third party without restriction and without breach of an obligation to keep it confidential; (iii) publicly available without breach of an obligation to keep it confidential; (iv) disclosed without restriction by Company to a third party; or (v) known to the Customer prior to receipt from Company.

Treatment of Confidential Information. Customer shall protect Company's Confidential Information in the same manner as Customer protects its own Confidential Information of substantially similar proprietary value, but in no case with less than reasonable care. Customer shall use the Confidential Information only for the purposes of this Agreement and shall not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of (i) its Authorized Users or (ii) its employees, consultants, advisors, legal counsel, accountants, officers and directors (collectively "Representatives") who require access to such for purposes of carrying out their duties to Customer, provided that prior to disclosure Customer shall use commercially reasonable efforts to obtain written agreements from such Representatives (who are not already Authorized Users) protecting the confidentiality of the Confidential Information. If Customer is required by a court or other government agency to disclose Confidential Information or to provide Content other than as permitted under this Agreement, Customer shall only do so pursuant to a court order or official subpoena and only after providing Company with prior notice reasonably sufficient to provide Company an opportunity to contest the required disclosure.

7. TERM AND TERMINATION

Term. This Agreement will become effective as of the Effective Date specified in the Order Form submitted by Customer and accepted by the Company ("Order Form"), and will remain in effect for the Term specified in the Order Form, unless earlier terminated for cause pursuant to this Section 7.

Termination for Cause. The Company and Customer each will have just cause to terminate this Agreement, without judicial or administrative notice or resolution, immediately upon written notice to the other party, if the other party ceases to conduct business in the normal course, is declared insolvent, undergoes any procedure for the



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suspension of payment, makes a general assignment for the benefit of creditors or a petition for bankruptcy, reorganization, dissolution or liquidation is filed by or against it. The Company will have just cause to terminate this Agreement, without judicial notice or resolution, immediately upon notice to Customer, if the direct or indirect ownership or control of Customer, as of the Effective Date, changes in a manner that, in Company's judgment, may adversely affect Company's rights. Customer will have just cause to terminate this Agreement, without judicial or administrative or resolution, if Company materially breaches any obligation under this Agreement and fails to cure the breach within thirty (30) days of receipt of written notice of such breach from Customer.

Suspension and Termination of Access. If Customer fails to make any payment or otherwise breaches this Agreement, Company may at its sole discretion and option, without judicial or administrative notice or resolution, and without prior notice to Customer, suspend or terminate Customer's access to the Service until Customer remedies the breach. Any action taken pursuant to this paragraph will not limit or exclude any other claims or remedies that Company may assert under this Agreement or by law or constitute a breach of any provision of this Agreement.

Termination Consequences. Upon the termination of this Agreement for any reason, all rights granted to Customer will immediately cease, and Customer will purge from its equipment and files and destroy all copies of the Content. Upon the termination of this Agreement by Customer for Cause as set forth in this Section, Company will provide a pro rata refund of the Annual Fee for the remainder of the current Term after the effective date of termination. The provisions of Sections 3, 4, 5, 6, and 8 will survive the expiration or termination of this Agreement.

8. GENERAL

Payment. Company will bill Customer the charges set forth on the Order Form (subject to change as set forth herein) and Customer will pay such bills within fifteen (15) days of the date on the bill. Any late payment will accrue interest at the lesser rate of the U.S. Prime Rate of interest plus 3% per month, and the maximum interest allowable under applicable law, which will be paid upon remitting the principal.

Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received either by receipted, nationwide overnight delivery service, or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the addresses and attention of the representatives specified in the Order Form, or as designated from time to time.

Equitable Relief. Each party acknowledges that its breach of Sections 2 and 6 would cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, in addition to any other remedies to which the other party may be legally be entitled, such party shall have the right to seek injunctive relief if the other party or any of its officers, employees, consultants or other agents breaches such sections.

Assignment. Customer may not assign this Agreement or any of its rights or obligations without Company's prior written approval. Any attempt to do so without Company's approval will be void. Company may assign this Agreement or any of its rights or obligations, upon notice to Customer, to an affiliated company or to any other company or entity pursuant to a merger, acquisition, sale corporate reorganization or other similar transaction.



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Arbitration. Customer and Company shall submit any and all controversies or claims arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, to the American Arbitration Association ("AAA") for final disposition by compulsory arbitration under AAA's Commercial Arbitration Rules and Supplementary Procedures for Commercial Arbitration. The arbitration proceeding will take place in Washington, DC. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Section will prevent the parties from seeking interim injunctive relief against one another.

Interpretation. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with Maryland law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. This Agreement and its Exhibits constitute the complete and entire statement of all terms, conditions and representations of the agreement between Company and Customer with respect to its subject matter and supersedes all prior writings or understanding.

Consent to Use of Account Holder Information. In order to make various features and functions of Services and Content available to Account Holders, Company may collect information about Account Holder and Account Holder's use of madcad.com, including the information identified in Company's privacy policy as posted at the site at which the Service is accessed ("Account Holder Information"). Account Holder acknowledges and agrees that Company's collection and use of Account Holder Information as set forth in the privacy policy, and Company's operation and provision of madcad.com, as contemplated under this Terms of Use Agreement, is not a breach of Account Holder's right of privacy, publicity, or any other right related to protection of personal data, whether in equity, law, contract, or otherwise. Account Holder hereby waives any and all such claims or rights of action, whether foreseen or unforeseen, so long as the Account Holder Information collected, stored, and used in accordance with Company's privacy policy.

Amendment 1

Access Policies for ASTM standards:

For ASTM standards, User I.D. will be utilized to access the Service only at the number of office locations as set forth in the Order Form.

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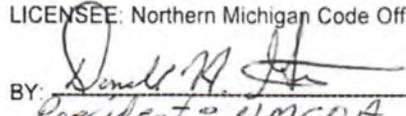
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives

LICENSOR: COMPU.TECTURE, INC.

BY: 
Signature of Authorized Signatory of Licensor

DATE: 3-7-16

LICENSEE: Northern Michigan Code Officials Association (NMCOA)

BY: 
President of NMCOA
Signature of Authorized Signatory of Licensee

DATE: 3-4-16