

Strucwise Inc. (“Strucwise”)

End User Licensing Agreement

This End User Licensing Agreement (the “**EULA**”), together with all schedules, appendices, attachments, annexes, the Terms of Service (the “**TOS**”), and the Service Level Agreement (“**SLA**”) (and together, the TOS, SLA, and EULA, the “**Agreement**”) (all of such documents are accessible by accessing the Site (as defined below)) by and between Strucwise Inc. (“Strucwise”) (“**Strucwise**”, “**us**”, “**we**”, “**our**”, the “**Licensor**”) and you, the individual or company (“**you**”, “**your**”, and “**Licensee**”), who is requesting access to products, materials and/or services provided by Strucwise and governs your use of Strucwise’s website, application, and all pages, templates, products, tools, information, smart contracts, protocols, software, and content located therein (the “**Site**”). PLEASE READ THESE TERMS CAREFULLY.

The license granted hereunder is conditioned upon your acceptance of the terms set forth herein and in the Agreement.

IMPORTANT NOTICE:

This EULA is a legal agreement between you and the Licensor. You understand and acknowledge that the Licensor would not have entered into this agreement with you, without your agreement to be fully bound by the terms of this EULA.

This EULA contains disclaimers of warranties and limitations of liability. These provisions are an essential part of Licensor’s bargain with you.

By using the Services (as defined below), you are:

1. electronically signing this EULA and such electronic signature has the same legal force and effect as a handwritten signature;
2. agreeing to be bound by the terms and conditions of this EULA; and
3. expressly agreeing that you do not have the right to receive any refund unless otherwise specifically agreed by us in writing or expressly required by operation of Applicable Law (as defined below).

If you do not agree to the terms of this EULA, do not use the Services.

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DEFINITIONS

Applicable Law means all federal, provincial, state, municipal, local and other laws, standards, codes, regulations and ordinances in effect at the time the Services are provided.

Account means a specific profile, provided by Strucwise, on the Site, or a related website, application, or protocol, associated with the Licensee and also associated with a username, password, and any information related to the Licensee.

Strucwise Software means any and all Software developed and provided to Licensee by Strucwise, including but not limited to the Site, Strucwise's website, protocol, application, all pages, templates, products, tools, information, and content located therein.

Content means any text, graphics, images, audio, video, data compilations and any other form of information capable of being stored in a software database.

Documentation means any user manuals, training and explanatory material related to the Services provided by Strucwise to Licensee.

License means the license as granted by Strucwise to Licensee under s. 1 of the EULA.

Licensee Content means Content submitted to Strucwise by Licensee.

Licensee Data means all electronic data or information submitted by Licensee to the Strucwise Software.

Person means an individual, a corporation, an association, a partnership, an estate, a trust and any other entity or organization.

Personal Information Protection Laws means all federal, provincial, state, municipal, local and other laws and ordinances in effect at the time the Services are provided, including without limitation those governing the collection, storage, and disclosure of personal information.

Services means any and all services explicitly and intentionally provided to Licensee by Strucwise that make available, display, run, access, or otherwise interact directly or indirectly with the Strucwise Software. The Services shall include the Site. Services exclude any services involving installation of the Strucwise Software directly on any end user device to permit an end user to interact with the Strucwise Software.

Software means any and all (a) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus,

buttons and icons and (e) documentation, including user manuals and other training documentation, relating to any of the foregoing.

1. GRANT OF LICENSE

1.1 LICENSE. If you accept this license, subject to the limitations and restrictions of this Agreement, Licensor grants you a revocable, non-exclusive, non-transferable, without the right to sublicense, limited license to use the Services.

1.2 ACCEPTANCE. By using or visiting the Service, you accept and agree to be bound by the Agreement, including, for clarity, this EULA, the SLA, the TOS, and all ancillary documents. This Agreement constitutes a binding agreement between the Licensee and Strucwise. The Agreement represents the parties' entire understanding regarding the Services and shall govern over any prior oral or written agreement or discussions or different or additional terms or conditions of any invoice or other non-Strucwise ordering document. No other terms or conditions of any purchase order, invoice or other non-Strucwise ordering document shall apply to the Services or the License, unless agreed to in writing by both parties.

2. OUR SERVICES

2.1 Strucwise Accounts. To use the Service pursuant to this Agreement, you may have to register and create an Account with us and provide one or more names, payment information, email addresses, login usernames and passwords ("**Strucwise User ID**"), and/or any other information, personal or otherwise. You are responsible for maintaining the confidentiality of your usernames and passwords. You agree not to use the Strucwise User IDs, any information therein, usernames, or passwords of any third party or disclose your Strucwise User ID, any information therein, your usernames, or passwords to any third party. You are responsible for any and all activity that occurs on your Account. If you suspect any unauthorized use with your Account, you must notify us immediately. You agree to provide us with correct and complete Account information at all times and inform us of any changes to the information you have provided. We will, in accordance with our Privacy Policy, keep your usernames, passwords, and other information confidential, as required by Applicable Law.

2.2 USAGE LIMITS. Services that we provide are subject to usage limits and restrictions. The Agreement, or any part thereof, the Services, or any purchase request forms, may define specific usage limits which may include, without limitation, the locations at or through which a Licensee can use the Services, the number of allowable users, the number of allowable usage volumes, transaction frequency and amount (the "**Usage Limits**"). You agree to use the Services within the Usage Limits. It is your responsibility to ensure that you do not

exceed those Usage Limits. Extra charges will apply if you exceed any Usage Limits at our then-current usage fees.

2.3 NECESSARY EQUIPMENT TO USE THE SERVICES. You are responsible for obtaining and maintaining all telecommunications, broadband, computer hardware, software, equipment and services needed to connect to, access and use the Services.

3. **STRUCWISE CONTENT AND LICENSE**

3.1 STRUCWISE CONTENT. The Services contain Content, Documentation, and Software owned by Strucwise, its suppliers and/or licensors ("**Strucwise Content**"). Strucwise, its suppliers and licensors own and retain all rights, including all intellectual property rights, in and to the Services and the Strucwise Content. The Services and Strucwise Content are protected by copyright, trademark, patent, trade secret and other laws.

3.2 OWNERSHIP AND LICENSE. The Services and Strucwise Content are licensed and not sold to you. All rights not expressly granted to you in the Agreement are reserved and retained by us. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, use or sell any Strucwise Content or other Content (other than Licensee Content) appearing on or through the Services. You must not modify, build upon or block any portion or functionality of the Services. We grant you a limited, revocable, non-sublicensable license to reproduce and display the Strucwise Content (excluding software code) in connection with using the Services during the Term. No Service, nor any part of any Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not misuse the Services. You may use the Services only as permitted by law. The licenses granted by us shall terminate if you do not comply with this Agreement.

3.3 RESTRICTIONS. Licensee shall not (and shall not permit others to): (i) license, sub-license, sell, transfer, distribute or share the Services or Strucwise Content or make any of them available for access by third parties; (ii) create derivative works based on or otherwise modify the Services or Strucwise Content; (iii) disassemble, reverse engineer or decompile the Services or Strucwise Software or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to or provided with the Services; (iv) access the Service or Strucwise Content in order to develop a competing product or service; (v) use the Service or Strucwise Content to provide a service for others; (vi) use the Strucwise Software to operate more or different types of applications; (vii) remove or modify a copyright or other proprietary rights notice on or in the Services or Strucwise Content; (viii) use a computer or computer network to cause physical injury to the property of another; (ix) violate any Applicable Law; (x) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Services;

(xi) intentionally include, send, store or run software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs from the Services; (xii) intentionally cause a computer to malfunction, regardless of how long the malfunction persists; or (xiii) alter, disable, or erase any computer data, computer programs or computer software without authorization.

3.4 FEEDBACK. If you send information to us, for example feedback, comments or suggestions, you grant us a perpetual, sub-licenseable, royalty-free, transferable license to use, modify and incorporate this information into our products and Services. You also agree to waive all moral rights in and to that information.

3.5 MODIFICATIONS. We are entitled to, unless otherwise prohibited, without notice, modify or update the Services from time to time in order to adapt it technically, to change menu guidance or layouts or to expand or limit functionality in a way that does not materially, adversely alter the Services.

4. LICENSEE CONTENT AND LICENSE

4.1 LICENSEE CONTENT. You, as a user of the Services, may submit Licensee Content on the Strucwise Software. Strucwise and the Service are passive conduits of the Licensee Content. You are exclusively responsible for all Licensee Content and the consequences of submitting Content on the Service. We do not verify the accuracy, quality, content or legality of Licensee Content. We are not responsible for preventing or identifying infringement of intellectual property rights or non-compliance with Applicable Laws. Strucwise will not be liable, directly or indirectly, in any way for any damage or loss caused or alleged to be caused by or in connection with Licensee Content. You hereby authorize us to use Licensee Content in our promotional materials and marketing campaigns for a period of FIFTY (50) years from date that specific Licensee Content was first submitted on the Strucwise Software.

4.2 RESPONSIBILITY TO OBTAIN CONSENTS. You are responsible for obtaining all necessary consents, licenses and waivers required to create, record, submit, publish and use Licensee Content in connection with the Services. These may include consents, licenses and waivers from: (i) copyright owners, artists, actors, directors, performers, writers, producers or any other individuals appearing in Licensee Content; (ii) and data from any third-party services providers. In addition, you are responsible to pay all applicable royalties, fees and other amounts owing to any Person in connection with the use of any Licensee Content including payments to any labor unions, guilds and public performance rights collection organizations.

4.3 OWNERSHIP AND LICENSE. You retain all rights of ownership in the Licensee Content. By uploading, displaying or publishing Content to the Service, you grant us a worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable and transferable license to

use said Content in connection with executing the Services. This license is necessary for Strucwise to perform the Services. This license allows us to: (i) deliver Licensee Content in accordance with the preferences set by Licensee utilizing the Services; (ii) secure, encode, reproduce, host, cache, route, reformat, analyze and create algorithms and reports based on access to and use of Licensee Content; and (iii) utilize Licensee Content to test Strucwise's internal technologies and processes.

4.4 **REPRESENTATIONS AND WARRANTIES.** You represent and warrant that: (i) you own or have the necessary licenses, rights, consents and permissions to use the Licensee Content; (ii) the uploading of your Content on the Service and the licenses granted to Strucwise under this Agreement do not and will not violate the rights of any Person; (iii) no payments of any kind shall be due by Strucwise to any organization for the use or distribution of Licensee Content..

4.5 **PROHIBITED CONTENT.** Some Content and activities are prohibited on the Service. You agree that you will not upload or use in connection with the Service any Content and/or activities prohibited by law including, without limitation, Content that: (i) encourages or glorifies drug use; (ii) is predatory in nature, or is submitted for the purpose of harassment or bullying; (iii) is highly repetitive and/or unwanted including "Spam" messages; (iv) promotes or incites racism, bigotry, hatred or physical harm of any kind against any group or individual; (v) constitutes or promotes information and activities that are false or misleading or illegal or conduct that is abusive, threatening, obscene, defamatory or libelous; (vi) furthers, conducts or promotes criminal activity or provides instructional information about illegal activities; or (vii) violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any Person. We reserve the right to investigate and take appropriate action against anyone who, in our sole discretion, violates these provisions including removing the offending Content without prior notice, terminating or suspending Licensee's Account, Strucwise User ID, or access to the Service and/or reporting such Content or activities to law enforcement authorities.

4.6 **CONTENT PRESERVATION AND DISCLOSURE.** We may preserve and store Licensee Content and/or disclose Licensee Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal processes; (ii) comply with this Agreement; (iii) respond to claims that any Licensee Content violates the rights of any Person; or (iv) protect the rights, property, or personal safety of any Person.

5. LICENSEE DATA

5.1 **LICENSEE DATA.** The Licensee Data is property of the Licensee and all rights not granted to Strucwise hereunder shall remain with Licensee. You grant us a limited, non-sublicensable, non-exclusive, non-transferable, worldwide right to use Licensee Data during the period of you using Services in accordance with the terms and conditions of this Agreement and for an additional period of THIRTY-SIX (36) MONTHS after the Term of this Agreement. Licensee represents and warrants to Strucwise that its collection and use of the Licensee Data is and will continue to be in compliance with Applicable Laws. Except as set

out in this Agreement, we will not share any Licensee Data with any third parties unless you have given your prior consent and we shall take all reasonably appropriate confidentiality and security measures to protect such Licensee Data.

5.2 STATISTICAL INFORMATION. Strucwise may monitor Licensee's use of the Services and the Strucwise Software and compile Licensee Content and Licensee Data with other Content or data in an aggregate and anonymous manner to derive statistical and performance information related to the provision and operation of the Services. Strucwise retains all rights, title and interest in and to such statistical and performance information.

6. PRIVACY AND SECURITY

6.1 PRIVACY POLICY. Our collection and use of your information are governed by our Privacy Policy (<http://strucwise.com/s/Strucwise-Privacy-Policy.pdf>). You understand that through your use of the Services, you consent to the collection and use of this information, including the transfer of this information to Canada and/or other countries for storage, processing and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Account.

6.2 SECURITY. The Services are provided by us from data center facilities to which you have remote access via the internet in conjunction with certain offline components provided by us under this Agreement. We implement security procedures to help protect your Licensee Data from security attacks. However, you understand that use of the Services necessarily involves transmission of your Licensee Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of your Licensee Data lost, altered, intercepted, copied or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of your Licensee Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers. If you become aware of any security breach in the Services, you agree to promptly notify us. We agree to notify you in the event of a detected security breach.

6.3 NETWORKS. Technical processing and transmission of the Service, including Licensee Content, may involve: (i) transmissions over various networks; and/or (ii) changes to conform and adapt to technical requirements of connecting networks or devices. Use of or connection to the internet provides the opportunity for unauthorized Persons to circumvent security precautions and illegally gain access to the Service, the Licensee Data, or the Licensee Content. We do not guarantee the privacy, security or authenticity of any content, data or information transmitted over or stored in any system connected to the internet.

6.4 MAINTENANCE AND REPAIRS. We use commercially reasonable efforts to ensure that availability of the Services will be uninterrupted and that transmissions will be

error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to Services may be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction, and we will use commercially reasonable efforts to alert or notify you in the event of any scheduled or non-scheduled suspension of Services. Due to the nature of technical outages, we cannot guarantee notice prior to unplanned outages. We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

7. SUBCONTRACTORS

7.1 We may use third party subcontractors to provide parts of the Services, including data storage and processing and content delivery ("**Subcontractors**"). You consent to us subcontracting these services to the Subcontractors, provided that Strucwise shall ensure that these Subcontractors comply with the terms of this Agreement applicable to Strucwise, and as applicable to the services the Subcontractors provide.

8. THIRD PARTY SERVICES

8.1 THIRD PARTY SERVICES. The Services contain features or functionality designed to interact and/or integrate with software, applications or services that are provided by a Person other than Strucwise ("**Third Party Services**"). For the avoidance of doubt, Third Party Services exclude services whereby Strucwise has subcontracted its responsibilities hereunder. To use these features, you may be required to obtain access to such Third Party Services from their providers, pay fees to the provider of such Third Party Services and/or agree to separate license agreements or terms with those providers. In order to use the Services, you may be required to grant us access to your Accounts to such Third Party Services. You expressly permit us to share Licensee Content in conjunction with the Third Party Services and Licensee Data with Third Party Service providers. The Third Party Services may import or export data related to your Account, activity and/or content and otherwise gather data or Content from you.

8.2 RESPONSIBILITY. We are not responsible for any Third Party Services or for any act or omission of any third party. Strucwise does not own, operate or endorse any Third Party Services and does not warrant any Third Party Services. You agree to assume all risks and liabilities associated with the use of any Third Party Services. Third Party Services are operated independently of us and we do not guarantee the availability of any Third Party Services. If the provider of any such Third Party Services ceases to make the Third Party Services available for interoperation with Services, Strucwise may cease providing such features or functionality without entitling Licensee to any refund, credit or other compensation. You agree to use the Services only in compliance with the terms and conditions associated with any Third Party Services. We advise you to check the terms of use and privacy policies

for all Third Party Services to ensure compliance and determine how they may use your information.

8.3 ACCESS TO DATA BY THIRD PARTIES. If you use Third Party Services, your data may be transmitted outside of the Strucwise system and the provider of the Third Party Services may be able to obtain access to your Licensee Data in Strucwise's systems through the Strucwise application programming interface. This may result in the disclosure, modification or deletion of your Licensee Data by the Third Party Service provider. The Third Party Service provider and its agents may collect and use data pertaining to your configuration and use of the Third Party Service. We are not responsible for any transmission, collection, disclosure, modification, use or deletion of your Licensee Data, as described in this section, by or through Third Party Services or their providers or any of its agents and partners.

9. Intentionally deleted.

10. REPRESENTATIONS AND WARRANTIES

10.1 WARRANTY. Strucwise warrants that during the Term the Services will operate without a material failure of the Service to perform in accordance with the terms and conditions set forth in the Service Level Agreement.

10.2 DISCLAIMER OF WARRANTIES. Except for the warranties expressly stated in this Agreement, to the maximum extent allowed by Applicable Law, Strucwise disclaims all warranties of any kind, express or implied, including warranties and conditions arising under statute, warranties of merchantability, non-infringement or fitness for a particular purpose.

Furthermore, Strucwise disclaims all warranties of any kind, express or implied regarding the legal compliance of the use of the Service by Licensee in relation to the architecture, civil engineering, construction and/or building legislations, regulations and/or codes.

11. INDEMNIFICATION

11.1 BY STRUCWISE. We will indemnify, defend and hold harmless Licensee from and against all liabilities, damages and costs (including settlement costs and reasonable legal fees) arising out of any claim by a third party against the Licensee to the extent based on an allegation that Strucwise's technology used to provide the Services to the Licensee infringes or misappropriates any copyright, trade secret, patent or trademark right of a third party that is issued or registered in Canada or the United States. In no event will we have any obligations or liability under this section arising in whole or in part from any content, information or data provided by Licensee, or any individuals and/or entities accessing our Services. Strucwise shall not be required to indemnify Licensee in the event of: (a) modification of the Services by

Licensee, its employees, or contractors in conflict with Licensee's obligations or as a result of any prohibited activity as set forth herein; (b) use of the Services in a manner inconsistent with Documentation provided by Strucwise and terms and conditions of any agreement between the Licensee and Strucwise; (c) use of the Services in combination with any other application, product, or service not provided by Strucwise if such claim would not have occurred without such combination; (d) use of the Services by the Licensee in a manner that violates any Applicable Law, including but not limited to the architecture, civil engineering, and/or building legislations, regulations and/or codes; or (e) use of the Services by the Licensee in a manner that violates any contractual obligations between the Licensee and a Third Party.

11.2 LICENSEE INDEMNIFICATION. Licensee shall indemnify, defend and hold harmless Strucwise for and against all liabilities, damages and costs (including settlement costs and reasonable legal fees) arising out of any claim by a third party, law enforcement and/or government regulatory agencies against Strucwise or its affiliates regarding: (i) Licensee Content, Licensee Data; (ii) failure by the Licensee to obtain any of the necessary consents required by Applicable Laws; and/or (iii) Licensee's use of the Services in violation of this Agreement and/or Applicable Laws.

11.3 POSSIBLE INFRINGEMENT. If we believe the Services infringe or may be alleged to infringe a third party's intellectual property rights, then we may: (i) obtain the right for you (at our expense) to continue using the Service; (ii) provide a non-infringing functionally equivalent replacement; or (iii) modify the Services so that they no longer infringe. If we do not believe that the options described in this section are commercially reasonable, then we may suspend or terminate Licensee's use of the affected Services (with a pro-rata refund of prepaid fees for the Services).

11.4 PROCESS. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed.

11.5 EXCLUSIVE REMEDY. The indemnities above are Strucwise's and Licensee's only remedy under this Agreement for third party infringement claims and actions.

12. LIMITATIONS OF LIABILITY AND DAMAGES

12.1 LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY LICENSEE FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

12.2 EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE LICENSEE NOR STRUCWISE SHALL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUE OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO EITHER PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS.

13. TERM AND TERMINATION

13.1 The term of this EULA will begin at the date and time that the License is first granted and shall continue until terminated by Strucwise or by you ("**Term**").

13.2 You agree that we may, at our sole and absolute discretion, suspend, disable, or terminate your License with or without notice and for any reason, including without limitation, breach of the terms and/or conditions of the Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your License and relationship with us, and may be referred to appropriate law enforcement authorities. Upon suspension, disabling or termination, your License will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

14. DISCLAIMERS

14.1 NONE OF THE INFORMATION, SERVICES, OR MATERIALS OFFERED BY THE SERVICES CONSTITUTE AND ARE NOT INTENDED TO CONSTITUTE, LEGAL, ARCHITECTURAL, ENGINEERING, BUILDING OR OTHER ADVICE, AND YOU SHOULD NOT ACT OR REFRAIN FROM ACTING BASED ON ANY INFORMATION, SERVICES OR MATERIALS PROVIDED IN THE SERVICES. ALL CONTENT ON THE SERVICES IS INFORMATION OF A GENERAL NATURE AND DOES NOT ADDRESS THE UNIQUE CIRCUMSTANCES OF ANY PARTICULAR PERSON ACCESSING THE SERVICES. YOU ARE STRONGLY URGED TO CONSULT WITH YOUR OWN LEGAL, ARCHITECTURAL, ENGINEERING, BUILDING AND OTHER ADVISORS AS TO ALL LEGAL, ARCHITECTURAL, ENGINEERING, BUILDING QUESTIONS YOU HAVE.

14.2 YOU UNDERSTAND THAT ALL ELEMENTS OF THE SERVICES ARE STILL IN THEIR EARLY STAGES OF TESTING AND DEVELOPMENT. BY ACCEPTING THE TERMS AND CONDITIONS IN THE AGREEMENT, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICES ARE BEING PROVIDED WITHOUT HAVING

COMPLETED ALL TESTING AND DEVELOPMENT AND ARE MADE AVAILABLE TO YOU ON AN "AS IS" OR "AS AVAILABLE" BASIS.

14.3 YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA.

14.4 STRUCWISE IS NOT OBLIGATED TO PROVIDE ANY MAINTENANCE, TECHNICAL, OR OTHER SUPPORT FOR THE SERVICES WHILE THEY ARE STILL IN THE TESTING AND DEVELOPMENT STAGES.

15. MISCELLANEOUS

15.1 Survival: All disclaimers, indemnities, and exclusions in the Agreement shall survive termination of the any of the TOS, EULA, SLA, or the Agreement and shall continue to apply during suspension or any period during which the Services are not available for your use for any reason whatsoever.

15.2 Benefit of the Parties: Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

15.3 Assignment: Neither party shall, without written consent to the other, assign its rights and obligations under this Agreement. Notwithstanding the foregoing, Strucwise may assign its rights and obligations under this Agreement to an Affiliated Entity, where "**Affiliated Entity**" means, with respect to any specified entity, any other entity or Person who, directly or indirectly, controls, is controlled by, or is under common control with such entity or person.

15.4 Governing Law: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada as applicable therein (without giving effect to any conflicts or choice of law provisions thereof that would cause the application of the domestic substantive laws of any other jurisdiction).

15.5 Titles and Subtitles: The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

15.6 Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

15.7 Amendments and Waivers: Unless otherwise provided, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the mutual written consent of the Parties.

15.8 Severability: If one or more provisions of this Agreement are held to be unenforceable under Applicable Law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

15.9 Entire Agreement: This Agreement (including the schedules, attachments, exhibits, and appendices) and the documents referred to herein constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

15.10 Dispute Resolution: The parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the parties hereto are unable to resolve the matter following good faith negotiations, the parties shall hereby irrevocably and unconditionally submit to the jurisdiction of the Ontario Superior Court of Justice in the City of Toronto.

15.11 Force Majeure: Strucwise shall have no liability to you under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Strucwise or any other party), failure of a utility service or transport or telecommunications network, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Strucwise's sub-contractors.

15.12 Independent Legal Advice: You acknowledge and confirm that prior to executing this Agreement, Strucwise requested that you obtain independent legal advice with respect to the rights, obligations, disclaimers, and notices herein, especially those that relate to the application of the Architectural, Engineering and the Building-related laws and regulations. You confirm and agree that: (1) you have executed this Agreement under their own volition and without any duress whatsoever from Strucwise or any other person or entity; and (2) if you did not obtain independent legal advice prior to executing this Agreement, you will not in any proceeding relating to the enforcement of rights and obligations under this Agreement raise that as a defense or otherwise.