

Terms of Service
UNIFI Labs, Inc.
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Thank you for using UNIFI, the powerful cloud-based, intelligent way to manage all of your building information modeling data, including your Autodesk Revit and Trimble Sketchup files (your “BIM Data”). The UNIFI software, along with the access website located at www.unifilabs.com, and all other software applications, servers, systems, and networks, used to provide UNIFI (collectively, the “Service”) are owned or operated by UNIFI Labs, Inc., (“UNIFI Labs”).

These Terms of Service govern your access to, and use of, the Service, whether you are using the Service on your own behalf as an individual user (“Independent User”), or on behalf of your employer or another enterprise level customer (“Authorizer”) that has authorized you to use the Service as an “Authorized User” on its behalf under the terms of a Software as Service License and Hosting Agreement (“Enterprise Agreement”) entered into between UNIFI Labs and the Authorizer. Regardless of whether you are an Authorized User or an Independent User, by clicking the "I accept" button and/or using the Service, you (the “User”) agree to comply with and be bound by these Terms both for yourself and on behalf of your employer or other entity on whose behalf you are accessing the Service. If you are accepting on behalf of an employer or another entity, you represent and warrant that you have the full legal authority to bind such employer or other entity to these Terms. If you do not have such legal authority, or you do not agree with these Terms, you must press the "I do not accept" button below and you may not use or access the Service.

UNIFI Labs reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and the Privacy Policy at any time. The most current version of these Terms may be found at www.unifilabs.com. The most current version of the Privacy Policy may be found at www.unifilabs.com. Your continued use of the Service after being notified of any changes indicates your acceptance and agreement to the changes. As long as you comply with these Terms, UNIFI Labs grants you a personal, non-exclusive, non-transferable, limited privilege to use the Service.

1. INTELLECTUAL PROPERTY OWNERSHIP.

The Service and all related links, software components, data, text, graphics, materials, content, user interfaces, trademarks and logos (collectively, the “UNIFI Labs Content”), including but not limited to the design, structure, selection, coordination and arrangement of such UNIFI Labs Content are the property of UNIFI Labs and its licensors, and are protected by applicable intellectual property rights. You acknowledge that UNIFI Labs (and its licensors, where applicable) own all right, title and interest in and to the Service and UNIFI Labs Content, including without limitation, all Intellectual Property Rights therein. For the purpose of these Terms, “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and

all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

You agree to not remove, obscure, or alter UNIFI Labs's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Service.

2. RESTRICTIONS ON USE.

If you are using the Service as an Authorized User, you may make commercial use of the Service, subject to the limitations and restrictions on use agreed to in the applicable Enterprise Agreement. You agree that you shall only use the password and log-in name ("Login Credentials") provided by the Authorizer. You are expressly prohibited from sharing Login Credentials with any other User, using the Login Credentials of any other User or otherwise attempting to circumvent any restrictions on the number of Authorized Users agreed to between UNIFI Labs and the Authorizer in the applicable Enterprise Agreement.

If you are using the Service as an Independent User, you may only use the Service for your personal and internal business purposes, subject to the limitations and restrictions on use agreed to in the applicable subscription tier that you have purchased. You agree that you shall not share Login Credentials with any other User, use the Login Credentials of any other User or otherwise attempting to circumvent any restrictions on the number of Users designated in your subscription.

All Users agree to use the Service only in compliance with all applicable laws, rules and regulations.

Except as expressly provided in these Terms, no part of the Service, no part of the access website ("Site") and no UNIFI Labs Content may be copied, reproduced, modified, republished, uploaded, posted, publicly displayed, publicly performed, encoded, translated, transmitted, or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without UNIFI Labs' express prior written consent.

The Service is intended for the use described above only and may not be used in connection with any other commercial endeavors except those that are specifically allowed, endorsed or approved by UNIFI Labs. You may not distribute or make available to any third party the Service, or any part thereof, in any way.

You may not modify, copy or reverse engineer works from the Service or any part thereof, in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, (c) remove, change or replace any UNIFI Labs' trademarks, logos, copyrights or any other branding elements, or (d) copy any ideas, features, functions or graphics of the Service.

3. ACCOUNT INFORMATION AND SECURITY.

Access to and use of the Service requires that you create an account (including setting your Login Credentials) (each an “Account”). You are responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify UNIFI Labs immediately of any unauthorized use of your account or Login Credentials, or any other breach of security. You will be responsible for losses incurred by UNIFI Labs or any other User of the Service due to someone else using your Account.

You are solely responsible for the accuracy, quality, integrity, legality, appropriateness, and intellectual property ownership or right to use of all BIM Data that you upload to the Service, and UNIFI Labs shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any BIM Data. You shall not knowingly send or store spam, unlawful, infringing, obscene, or libelous material, or viruses and other harmful code.

You may not use anyone else's Login Credentials or Account at any time without the express permission and consent of the holder of that Account. UNIFI Labs cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

If you are asked to register you must provide complete and accurate identification, contact, and other information required as part of the registration process, and accurately and promptly update that information if it changes. UNIFI Labs reserves the right, in its sole discretion, to refuse or discontinue participation to any user or Member at any time.

By providing us with your email address, you agree to receive all required notices electronically, to that email address. UNIFI Labs will use this email address in accordance with our Privacy Policy which can be found at www.unifilabs.com.

4. USER CONTENT.

You are solely responsible for any text, images, files, or BIM Content that you upload, publish, submit, share or display (hereinafter, “post”) on or through the Service, or transmit to or share with other Users (collectively, your “User Content”). You understand and agree that UNIFI Labs may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion that may violate these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users.

By posting User Content, you automatically grant, and you represent and warrant that you have the right to grant, to UNIFI Labs an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license (with the right to sublicense) to use, copy, modify, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content in connection with its provision of the Service to you or any other Authorized User connected to your Account.

In order to protect the integrity of the content on the Service, you may not post or transmit any message that is libelous or defamatory; that is indecent, obscene, pornographic, harassing,

threatening, abusive, hateful, racially or ethnically offensive; or that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate.

You represent, warrant and agree that no materials of any kind submitted through your Account, including your User Content, or otherwise posted by you through the Service, will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

5. INTELLECTUAL PROPERTY INFRINGEMENT.

UNIFI Labs respects the intellectual property rights of others, and it asks you to do the same. UNIFI Labs may, in appropriate circumstances and at its discretion, terminate service and/or access to the Service for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on the Service, please provide UNIFI Labs's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Service, and information reasonably sufficient to permit UNIFI Labs to locate the material.
- Information reasonably sufficient to permit UNIFI Labs to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

UNIFI Labs's agent for notice of claims of copyright or trademark infringement on the Service can be reached as follows:

UNIFI Labs, Inc.

Attn: Kenneth H. Gardner

9225 W. Flamingo Rd., Suite 160

Las Vegas, NV 89147

ken.gardner@unifi.labs.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

UNIFI Labs will notify you that UNIFI Labs has removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that UNIFI Labs has received. If you receive such notice from UNIFI Labs, you may provide UNIFI Labs with a counter-notification in writing to UNIFI Labs designated agent that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which UNIFI Labs may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

UNIFI Labs reserves the right, in its sole discretion, to terminate the account or access of any user of our web site and/or service who is the subject or repeated DMCA or other infringement notifications.

6. INFORMATION PRACTICES.

As a condition of downloading and using the Service, you agree to the terms of the UNIFI Labs Privacy Policy, which may be updated from time to time.

Additionally, by using the Service, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

7. FEES AND PAYMENTS.

If you are using the Service as an Authorised User, you may use the Service subject to payment of the fees agreed to in the applicable Enterprise Agreement.

If you are using the Service as an Independent User, you may use the Service upon payment of the applicable fees for the subscription tier that you have purchased.

The fees set forth in the preceding two paragraph are referred to as "Fees".

You acknowledge that UNIFI Labs may suspend your access to the Service or terminate your Account if any Fee is not paid when due. If you are using the Service as an Authorised User, Fees are due as set forth in the applicable Enterprise Agreement. If you are using the Service as an Independent User, monthly Fees are due prior to the first day of each calendar month, annual Fees are due prior to the first day of the applicable year and Fees for partial months or partial years are due upon registration of your Account.

All payment information that you provide to UNIFI Labs or its third party payment processor must be accurate, current and complete. In the event of a dispute, UNIFI Labs may issue you with a provisional credit to your card or a store credit until the dispute is resolved. If UNIFI Labs issues a provisional credit and the dispute is resolved and the charges were correct, UNIFI Labs shall recharge your debit or credit card to reverse this provisional credit. You expressly consent to this reversal if you falsely or incorrectly dispute a charge. If you wish to dispute a charge by mail or telephone please contact us at sales@unifilabs.com or 702-527-6460. If UNIFI Labs elects at any time to charge any convenience fee for making a payment via a debit card, credit card, or electronic check, these fees will be stated at the time of payment before you finalize your charge. In the event of an unauthorized charge using a debit card or electronic check, please consult your bank's rules regarding refunds and reversals. When you make a charge, UNIFI Labs shall display a completed charge screen. This is your electronic receipt. You should print or save this electronic receipt for your records. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARDS, DEBIT CARDS OR OTHER PAYMENT INFORMATION USED TO INITIATE ANY TRANSACTION.

8. TRADEMARKS.

UNIFI Labs name and UNIFI are a registered trademarks of UNIFI Labs, Inc. in the U.S. and/or other countries. UNIFI Labs's trademarks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without UNIFI Labs's prior written permission.

9. INTERNET DELAYS.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. UNIFI LABS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. DISCLAIMER OF WARRANTIES

UNIFI LABS DOES NOT PROMISE THAT THE SERVICE OR ANY CONTENT, COMPONENT, SITE OR FEATURE OF THE SERVICE, OR COMPONENT OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SERVICE WILL PROVIDE SPECIFIC RESULTS. THE SERVICE IS DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. UNIFI LABS CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. UNIFI LABS DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE. UNIFI LABS DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICE. YOUR SOLE REMEDY AGAINST UNIFI LABS FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF REMEDY IS A PART OF THE BARGAIN BETWEEN THE PARTIES. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD AND/OR USE THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF USER CONTENT OR BIM DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SERVICE.

UNIFI LABS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, AND UNIFI LABS DISCLAIMS ALL EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT UNDER THE UCC.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

11. LIMITATION OF LIABILITY.

IN NO EVENT SHALL UNIFI LABS BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, REGARDLESS OF WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF UNIFI LABS KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY CONTAINED HEREIN, UNIFI LABS'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO UNIFI LABS BY YOU DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

SUCH LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), OR ANY RELIANCE BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY USER CONTENT OR BIM DATA OR ANY OTHER COMMUNICATIONS OR DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICE.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

12. ARBITRATION; APPLICABLE LAW

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Except for a claim by UNIFI Labs of infringement or misappropriation of UNIFI Labs' patent, copyright, trademark, or trade secret, any and all disputes between you and UNIFI Labs arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the Service.

YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND UNIFI LABS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND UNIFI LABS AGREE THAT EACH

MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and UNIFI Labs must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Las Vegas, Nevada. The arbitrator’s ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in Las Vegas, Nevada. Claims of infringement or misappropriation of UNIFI Labs’ patent, copyright, trademark, or trade secret shall be exclusively brought in the state and federal courts located in Las Vegas, Nevada.

The laws of the State of Nevada, excluding its conflicts of law rules that would result in the laws of a State other than Nevada, govern your use of the Service. The arbitrator’s ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in Las Vegas, Nevada and you consent to venue and personal jurisdiction there for the purposes of litigating such claims related to these Terms. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of these Terms will continue in full force and effect.

13. MISCELLANEOUS PROVISIONS.

These Terms constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms will be effective only if in writing and signed by UNIFI Labs.