PLANGRID – END USER LICENSE AGREEMENT

THIS PLANGRID END USER LICENSE AGREEMENT constitutes an agreement between you ("Customer") and PLANGRID, INC., a Delaware corporation with its principal place of business at 3265 17th Street, Suite #404, San Francisco, California, 94110 ("PlanGrid"). PlanGrid is the owner and operator of the PlanGrid mobile application, website applications and related online services (the "Online Service") that provides an on-line document and communication collaboration service for the construction and building maintenance industry.

Use of the Online Service is subject to the terms and conditions contained in the PlanGrid End User License Agreement (the "EULA") set forth below. In continuing to access or use the Online Services, Customer agrees to be bound by those terms and conditions within the EULA applicable to its use.

1. CONSENT TO ELECTRONIC RECORDS AND SIGNATURE

From time to time, PlanGrid may ask Customer to review important disclosures or agreements about the PlanGrid Online Service.

By clicking "I agree", Customer will be providing its electronic signature that affirms:

- Customer understands and intends that the EULA is a legally binding agreement and the equivalent of a signed, written contract;
- Customer will use the Online Service in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of the EULA as they may be amended by PlanGrid from time to time; and
- Customer understands, accepts, and has received the EULA and its terms and conditions, and acknowledges and demonstrates that Customer can access the EULA.

If Customer does not agree with the terms and conditions in the EULA, please select "Cancel" and Customer will exit the registration process. Customer should be aware, however, that the use of any Online Service is subject to the terms and conditions of the EULA. This Agreement will always be available for review via a link at the bottom of the PlanGrid.com home page. To view this Agreement, click “EULA/Terms of Use.” If Customer clicks "I agree" below, PlanGrid will create an electronic record of the agreement and Customer will be able to continue with the registration process. Please carefully review the following terms and conditions.

2. LICENSE AND TERMS OF USAGE

   a. Online Service and Mobile Application. For the purposes of this Agreement, the term Customer refers to any users of the Service, whether that user is an individual or a legal entity through its employees, representatives, agents, subcontractors or other designated users. Subject to Customer’s compliance with the terms and conditions of this Agreement, upon registration, PlanGrid grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right and license to install and use the mobile application ("Mobile App") and other elements of the Online Service solely in connection with Customer’s internal business use.

   b. Registration and Protection of Credentials. During registration process for the Online Services, either on the PlanGrid website or by the Mobile App, Customer will provide a valid email address and create a password ("Credentials"). Customer agrees that PlanGrid may use its Credentials to authenticate Customer on the Online Service. Customer may not share its Credentials with anyone other than as expressly set forth herein. Customer is responsible for maintaining the confidentiality of its Credentials, and, provided that Customer acts negligently or willfully, Customer will be responsible for all uses of the Online Service using its Credentials,
whether or not authorized by Customer. Customer must keep its PlanGrid account information current and promptly notify PlanGrid at support@plangrid.com of any unauthorized use of its account or if its email or password has been hacked, used without its consent or stolen or if Customer discovers any other breach of security. PlanGrid reserves the right to suspend or discontinue all or part of Customer’s access to the Online Service at any time without prior notice for unauthorized use of its Credentials or for violating the User Restrictions set forth in Section 2.c (User Restrictions).

C. User Restrictions. Customer agrees not to misuse the PlanGrid Online Services. Customer may not (i) sublicense, sell, transfer, assign, distribute or otherwise commercially exploit the Online Services; (ii) modify or create derivative works based on the Online Services; (iii) create Internet “links” to the Online Services or “frame” or “mirror” any content provided in connection therewith; or (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Application software or access the Online Services in order to build a product using features, functions or graphics similar to the Online Service; (v) copy any features, functions or graphics of the Online Services; (vi) allow the Online Service to be used by any User who is not registered with PlanGrid for that User license; (vii) impersonate or misrepresent its affiliation with any person or entity (viii) use the Online Services to: (a) send unsolicited or unlawful messages; (b) send or store infringing, obscene, threatening, harmful, libelous, or otherwise unlawful material, including material harmful to children or violative of privacy rights; (c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (d) interfere with or disrupt the integrity or performance of the Online Service or the data contained therein; or (d) attempt to gain unauthorized access to the Online Service or its related systems or networks; (e) probe, scan, or test the vulnerability of any system or network.

d. Customer License to PlanGrid. PlanGrid is free to use any ideas, concepts, know-how, or techniques contained in any Customer communications to PlanGrid for any internal business purpose including, but not limited to, developing and marketing products using such information.

3. CONTENT

a. Uploaded Content. Subject to PlanGrid User Restrictions and Customer Representations and Warranties Regarding Content, Customer may upload building plan prints or other documents to be used in connection with the Online Services (“Content”). Unless otherwise authorized by PlanGrid, Customer may upload up to fifty (50) building construction plan sheets (“Sheets”) at no charge. Customer may also upload an unlimited number of .pdf format attachments, such as specifications, schedules, daily reports, cut-sheets and other similar documents in connection with Projects. If Customer exceeds the maximum number of uploaded Sheets, the Online Services will automatically impair use of the Services until Customer complies with the limit.

b. Content Customers Create and Share on the Online Services. The Online Services permits Customers to create, modify, copy and share Content, such as annotations to documents. Depending upon Customer or its Users level of administrative privileges for a project, Customer’s Content may be altered or deleted permanently by other Online Service users. PlanGrid has no responsibility for how Customer shares its Content or how others may alter or delete it, and Customer should consider carefully what Customer chooses to share or make public and what Customer chooses to save or backup.

c. Content Ownership. PlanGrid does not verify, endorse, or claim ownership of any Content, and account holders retains all right, title, and interest in and to the Content upload or created by itself or its assigned users. Content may be stored and/or backed-up on PlanGrid’s servers or on servers of trusted third parties as necessary for PlanGrid to provide the Online Service, and in accordance with PlanGrid’s then-current storage practices. Customer should retain backup copies of its Content at all times.

d. Customer Representations and Warranties Regarding Content. Customer represents,
warrants and covenants that (a) it is the owner, licensee, or authorized user of all Content; and (b) it will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, informs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or PlanGrid, or any rights of publicity or privacy of any party; (iii) promotes, solicits or comprises inappropriate, harassing, abusive, profane, hateful, defamatory, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity, including Content that is harmful to minors; (v) contains any viruses, Trojan horses, worms, time bombs, or any other similarly harmful computer code, files, scripts, or agents software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; or (vi) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

e. **Content and Use Monitoring.** PlanGrid may review Content for compliance with community guidelines but Customer acknowledges that PlanGrid has no obligation to monitor any information on the Site or the Application. PlanGrid does not generally monitor user activity occurring in connection with the Online Service and while PlanGrid disclaims any responsibility to do so, it reserves the right to access any Content to: (i) perform the Online Services, including but not limited to during a Online Service interruption as necessary to restore the applicable Content or to troubleshoot any issue with the Online Service or to help improve the Online Service; (ii) screen, by mechanical means or otherwise, for objectionable information transmitted or shared by user on individualized portions of the Online Services, (iii) monitor the Content and if in PlanGrid’s sole discretion, PlanGrid considers the Content to be objectionable or to breach Customer’s representations and warranties, PlanGrid may remove Content and/or remove any information personalized by Customer, from Online Services at any time without notice, and (iv) monitor Customer’s usage of the Site and Application to ensure compliance with this Agreement. If PlanGrid becomes aware of any possible violations by Customer of Sections 2(c) (User Restrictions) or 3(d) (Customer’s Representations and Warranties Regarding Content) or any other provision of this Agreement, PlanGrid reserves the right to investigate such violations, and PlanGrid may, at its sole discretion, terminate Customer’s use of the Online Service or change, alter or remove Content, in whole or in part, without prior notice to Customer.

4. **Ownership of Intellectual Property.** As between PlanGrid and Customer, Customer owns all right, title and interest, including all related Intellectual Property Rights, in and to the Content. As between PlanGrid and Customer, PlanGrid (or its licensors and suppliers) owns and will continue to own all right, title and interest, including all related Intellectual Property Rights, in and to the Online Service and the PlanGrid Technology. The foregoing also includes any and all system performance data and machine learning, including machine learning algorithms, and the results and output of such machine learning. No jointly owned intellectual property is created under or in connection with this Agreement. Customer acknowledges that the PlanGrid name, the PlanGrid logo, and the product names associated with the Online Service are trademarks of PlanGrid or third parties, and no license to such marks is granted herein.

5. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES**

a. **While PlanGrid strives to ensure that the Online Services do not alter any part of the Content, it does not guarantee that no alteration will ever occur or that what is displayed in the Application or on its Site will at all times be a complete rendering of all Content. PlanGrid is not responsible for the accuracy, completeness, appropriateness, attribution or legality of the Content, files, user posts, annotations, markups or any other information Customer may be able to access using the Online Service. Ultimately it is Customer’s responsibility to check that its Content as displayed on the Online Service is an accurate rendering of Customer’s Content as originally uploaded.**

b. **THE ONLINE SERVICE AND THE APPLICATION ARE PROVIDED ON AN “AS IS” AND “AS
AVAILABLE BASIS, “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, PLANGRID, ITS AFFILIATES, CONTRACTORS, ONLINE SERVICE PROVIDERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE ONLINE SERVICE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PLANGRID SHALL NOT BE RESPONSIBLE FOR ANY HARM TO CUSTOMER’S OR ITS USERS COMPUTER SYSTEM, LOSS OR CORRUPTION OF DATA OR CONTENT, OR OTHER HARM THAT RESULTS FROM CUSTOMER’S OR ITS USER ACCESS TO OR USE OF THE SITE OR APPLICATION. WITHOUT LIMITING THE FOREGOING, PLANGRID DOES NOT WARRANT OR REPRESENT THAT THE ONLINE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE.

c. PLANGRID IS NOT LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE ONLINE SERVICE OR ACCESS CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTIONS, CUSTOMER’S RELIANCE ON CORRUPTED, INCOMPLETE OR MISSING CONTENT OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE ONLINE SERVICE OR THE APPLICATION OR SITE AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF PLANGRID OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. PLANGRID’S TOTAL LIABILITY TO CUSTOMER FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO $100 OR THE ACTUAL AMOUNTS CUSTOMER PAID FOR THE SERVICE, WHICHEVER IS LARGER.

d. The limitations on liability in this Section are intended to apply to the warranties and disclaimers above and all other aspects of this Agreement. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, or for the exclusion of implied warranties so the above limitation or exclusion may not apply to Customer and Customer may also have other legal rights in its jurisdiction.

6. PRIVACY

a. Privacy Policy. By using the Service, Customer agrees with the terms of the Plan Grid Privacy Policy, which is located at https://www.plangrid.com/PlanGrid-Privacy-Policy.pdf. The terms of this Section 6 govern PlanGrid’s collection and use of Customer’s personal information in connection with the Online Service. If there is any conflict between the terms of the Privacy Policy or the terms of this Agreement, the terms of this Agreement shall control. PlanGrid may make changes to the Privacy Policy from time to time, and such changes will be communicated to Customer in the text of the Privacy Policy. Please visit the Privacy Policy regularly for updates.

b. Collection and Storage of Customer’s Personal Information. By using the Online Service, Customer agrees and acknowledges that personal information collected about Customer through the Site or the Application or in any way in connection with the Online Service may be transferred across national boundaries for storage or process to any of the countries around the world. This includes the location or the universally unique identifier of any Device Customer uses to access the Application and their phone number(s).

c. Tracking. Customer’s use of the Site and the Application or portions thereof may be tracked by PlanGrid in order to provide better Online Service and for other purposes. Customer consents to such tracking, provided that PlanGrid will not make available or disclose Customer’s identity (full name and email address) to any third party, as provided by the Privacy Policy.
7. COPYRIGHT INFRINGEMENT

PlanGrid respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the “DMCA”), PlanGrid will respond expeditiously to claims of copyright infringement committed using the Site and/or the Application if such claims are reported to PlanGrid’s Designated Copyright Agent identified in the sample notice below.

DMCA Notice of Alleged Infringement ("Notice")

- Identify the copyrighted work that Customer claims has been infringed, or if multiple copyrighted works are covered by this Notice, Customer may provide a representative list of the copyrighted works that Customer claim have been infringed.

- Identify the material or link Customer claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.

- Provide Customer’s company affiliation (if applicable), mailing address, telephone number, and, if available, email address.

- Include both of the following statements in the body of the Notice:
  
  ** “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”**

  ** “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”**

- Provide Customer’s full legal name and electronic or physical signature.

Deliver this Notice, with all items completed, to PlanGrid’s Designated Copyright Agent:

Attn: Copyright Agent
PlanGrid, Inc.
3265 17th Street, Suite #404
San Francisco, CA 94110 admin@plangrid.com

8. SURVIVAL. All provisions of this Agreement, other than Section 2 survive any termination or suspension of this Agreement.

9. GOVERNING LAW. By accessing and using the Online Service, Customer and PlanGrid agree that all matters relating to this Agreement and Customer’s access to, or use of, the Online Service shall be governed by and construed in accordance with the substantive laws in force in the State of California without regard for its conflicts of law principles. All claims arising out of or relating to the terms of this Agreement or the Online Service must be litigated exclusively in the federal or state courts of San Francisco County, California.

10. INTERNATIONAL USE. If Customer chooses to access the Online Service from a location outside of the United States, Customer’s does so at its own initiative, and is solely responsible for compliance
with local laws and all liability therefore. The export and re-export of the Application software may be controlled by the United States Export Administration Regulations. The software may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo by the United States. If Customer is a resident or national of, or a business located in, any of those countries, Customer may not download or use the Online Services.

11. MISCELLANEOUS. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, and all other provisions will remain in full force and effect. PlanGrid’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PlanGrid in writing. PlanGrid may post changes to this Agreement, and any such changes will be applicable to all subsequent access to or use of the Application and Online Service. Customer’s rights hereunder may not be assigned or transferred to any third party. This Agreement, including the Privacy Policy, constitutes the entire agreement between Customer and PlanGrid and supersedes all prior agreements, representations, and understandings between the parties regarding the subject matter contained herein. Notwithstanding any other provision of this Agreement, PlanGrid may change, suspend, add, or remove terms and conditions of this Agreement, or cease, change, suspend, add to, or remove the Online Service, Application or Site, or any portion of the Online Service, Application, or Site, at any time. If any future changes are unacceptable to Customer, it should discontinue using the Online Service, Application or Site. Customer’s continued use of the Online Service, Application, or Site following the posting of notice of any such changes to a PlanGrid web site will indicate Customer’s acceptance of the then current Agreement, and of any such changes. In no event will PlanGrid have any liability as a result of making these changes.
THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO ANY USERS PAYING FOR PLANGRID’S ONLINE SERVICES. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS BELOW AND THE END USER LICENSE AGREEMENT, THE TERMS OF THE BELOW PREMIUM SERVICE SUBSCRIPTION AGREEMENT SHALL PREVAIL.

PREMIUM SERVICE SUBSCRIPTION AGREEMENT

THIS PLANGRID MASTER SUBSCRIPTION AGREEMENT and constitutes an agreement between you (“Customer”) and PLANGRID, INC., a Delaware corporation with its principal place of business at 3265 17th Street #404, San Francisco, California, 94110 (“PlanGrid”). PlanGrid is the owner and operator of the PlanGrid mobile application, website and related Online Services (the “Online Service”) that provides an online document and communication collaboration service for the construction and building maintenance industry. This Agreement governs Customer’s use of the PlanGrid Premium Online Service.

1. DEFINITIONS.

1.1 “Agreement” means, collectively, this Premium Service Master Subscription Agreement, and the attached exhibits hereto, as well as any Order Form executed to by the parties, each of which are incorporated herein by this reference.

1.2 “Customer Data” means any Customer-specific data, materials, or content provided or submitted to or through the Premium Service.

1.3 “Confidential Information” means this Agreement, the PlanGrid Technology, PlanGrid pricing information, Customer Data and any other information disclosed by one party (“Discloser”) to the other (“Recipient”) hereunder.

1.4 “Content” means building plan prints, photos, images, cut sheets, other documents uploaded by Users or any annotations, notes or other written or electronic additions to those documents.

1.5 “Documentation” means the online help PlanGrid provides for use with the Premium Services.

1.6 “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, service mark, trade name, domain name right, trade secret, know-how or other intellectual property rights, and all similar or equivalent rights or forms of protection, in any part of the world.

1.7 “Order Form” means a document that details the Service(s) to be provided by PlanGrid, the associated fees, and other related details. If multiple Order Forms will apply to this Agreement, they will each have their own unique identifier. All duly executed Order Form(s) are deemed incorporated herein by this reference. Each Order Form is intended to define a separate contract particular to that order, incorporating by reference this Agreement. An Order Form may also contain other terms or conditions, mutually agreed upon in writing by PlanGrid and Customer, which apply specifically to that particular order/contract. Customer agrees that each Order Form will be signed by a representative having the authority to bind Customer, and that PlanGrid may presume that such representative has such authority.

1.8 “Premium Service(s)” or “Service(s)” means the SaaS-based service provided by PlanGrid pursuant to an Order Form that provides additional functions and services as compared to the PlanGrid free service.

1.9 “Professional Services” means the implementation, configuration, and/or training, services to be provided by PlanGrid to Customer pursuant to an Order Form.

1.10 “Service Term” means the Order Form-specified period during which the Premium Service is available.

1.11 “PlanGrid Technology” means PlanGrid’s proprietary software and other technology provided via the Premium Service, including any enhancements, modifications, and derivative works to any of the foregoing, as well as any and all suggestions, ideas, enhancement requests, and feedback relating thereto.
1.12 “User” means Customer or its affiliates’ employees, contractors, or agents whom Customer expressly authorizes to use the Premium Service.

2. PROVISION OF PREMIUM SERVICE.

2.1 END USER LICENSE AGREEMENT. All terms of the End User License Agreement (“EULA”), currently available at HTTPS://WWW.PLANGRID.COM/PLANGRID-EULA.PDF, are explicitly incorporated here by reference. Any conflict between this Master Subscription Agreement and the terms of the End User License Agreement, any Order Form, or other exhibit hereto, will be resolved in the following order: (a) any Order Form; (b) this Master Subscription Agreement (c) the End User License Agreement.

2.2 PROVISION OF PREMIUM SERVICE; ACCESS RIGHT. Subject to the terms and conditions of this Agreement, during the applicable Service Term, PlanGrid will provide Customer and its Users with the Premium Services, purchased on a subscription basis, described on one or more Order Form(s). Customer will designate User accounts for each of its users and subject to law or other regulation, it may change or delete PlanGrid access service credentials for any of its Users. PlanGrid may update the content, functionality, and user interface of the Premium Service from time to time. Although PlanGrid may substitute substantially equivalent features, PlanGrid will not materially reduce the function of the Premium Services. Subject to Customer’s compliance with the terms and conditions of this Agreement, PlanGrid grants to Customer a non-exclusive, non-transferrable, non-sublicenseable, revocable right and license to install and use the mobile application (“Mobile App”), PlanGrid website and other elements of the Premium Service solely in connection with Customer’s internal business use. PlanGrid reserves all rights not expressly granted hereunder.

2.3 SERVICE LEVEL AGREEMENT. PlanGrid shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data. PlanGrid will (a) make the Premium Services and Content available to Customer pursuant to this Agreement and the applicable Order Forms, (b) provide PlanGrid standard support for the Premium Services to Customer at no additional charge, and (c) use commercially reasonable efforts to make the online Premium Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which PlanGrid shall give at least 24 hours electronic notice and which PlanGrid shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time) (ii) emergency updates; and (ii) any unavailability caused by circumstances beyond PlanGrid’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving PlanGrid employees), Internet service provider failure or delay, hosting service failure, non-PlanGrid application failure or denial of service attack.

2.4 CUSTOMER RESPONSIBILITIES. Customer will abide by all applicable laws, treaties, ordinances and regulations regarding use of the Premium Services. Customer will be responsible and liable for the acts and omissions of all Users in connection with this Agreement, as well as any and all access to and use of the Service by any User or any other person logging in under a User ID registered under Customer’s account or providing and/or receiving Customer Data or other information through the Service. Customer acknowledges that Customer’s access information, including User IDs and passwords of its Users, will be Customer’s “key” to the Premium Service; accordingly, Customer will be responsible for maintaining the confidentiality of such access information. Customer shall be responsible for the accuracy, quality and legality of the Content and the means by which Customer acquired it. Customer’s responsibilities regarding Registration and Protection of Credentials, User Restrictions and Content are set forth in the End User License Agreement, explicitly incorporated by reference.

2.5 LOAD TESTING AND USE OF ROBOTS. Customers may not, without the prior written consent of PlanGrid’s security officer, (i) conduct security, integrity, penetration, vulnerability or similar testing on the PlanGrid, (ii) use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as robots) in conjunction with the PlanGrid Technology, or (iii) attempt to access the data of another PlanGrid customer (whether or not for test purposes).

2.6 PROFESSIONAL SERVICES. PlanGrid will perform the work in the Order Form and use commercially reasonable efforts to meet the schedules. Customer will provide PlanGrid with reasonable support and access to its
facilities, systems, materials and personnel needed to perform the Professional Services and will be responsible for any negative impact to the services schedule to the extent Customer fails to do so.

3. **Intellectual Property Ownership.** As between PlanGrid and Customer, Customer owns all right, title and interest, including all related Intellectual Property Rights, in and to the Content and any work based on or derived from the Content. As between PlanGrid and Customer, PlanGrid (or its licensors and suppliers) owns and will continue to own all right, title and interest, including all related Intellectual Property Rights, in and to the Premium Service and the PlanGrid Technology. Notwithstanding any term of the Agreement, Customer will not assert any direct claim against PlanGrid, nor any indirect claim against any PlanGrid customer, licensee or subscriber arising from or relating to any technology, method, configuration, know-how or other similar development for the integration of the PlanGrid’s API to any third party products or services. No jointly owned intellectual property is created under or in connection with this Agreement. Customer acknowledges that the PlanGrid name, the PlanGrid logo, and the product names associated with the Service are trademarks of PlanGrid or third parties, and no license to such marks is granted therein. PlanGrid is free to use any ideas, concepts, know-how, or techniques contained in Customer communications for any purpose including, but not limited to, developing and marketing products using such information, provided that PlanGrid will not disclose Customer Confidential Information.

4. **Billing and Payment.**

4.1 **Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) Premium Services and Content are purchased as subscriptions, (b) additional User subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

4.2 **Usage Limits.** Premium Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms corresponding to product levels. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a product level in an Order Form refers to the amount of Content that may be loaded by a User, (c) a User’s password may not be shared with any other individual, and (d) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Premium Service or Content. If Customer or User exceeds a contractual usage limit, PlanGrid may impair Customer’s access to the Premium Services and Content until Customer conforms its use to the contractual limit.

4.3 **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on number of User subscriptions and product level, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

4.4 **Invoicing and Payment.** Customer will provide PlanGrid with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to PlanGrid. If Customer provides credit card information to PlanGrid, Customer authorize PlanGrid to charge such credit card for all purchased Premium Services listed in the Order Form for subscription term and any renewal subscription term(s) as set forth in Section 5.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, PlanGrid will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net twenty-five (25) days from the invoice date. Customers are responsible for providing complete and accurate billing and contact information to PlanGrid and notifying PlanGrid of any changes to such information.

4.5 **Overdue Charges.** If any invoiced amount is not received by PlanGrid by the due date, then without limiting PlanGrid rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) PlanGrid may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.4 (Invoicing and Payment).
4.6 **Suspension of Service and Acceleration.** If any amount owing by Customer under this or any other agreement for Premium Services is 30 or more days overdue (or seven (7) or more days overdue in the case of amounts Customer have authorized PlanGrid to charge to Customer’s credit card), PlanGrid may, without limiting PlanGrid other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Premium Services to Customer until such amounts are paid in full. PlanGrid will provide at least five (5) business days advance notice prior to suspending a Customer account.

4.7 **Payment Disputes.** PlanGrid will not exercise PlanGrid rights under Section 4.5 or 4.6 above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently with PlanGrid to resolve the dispute.

4.8 **Taxes.** PlanGrid subscription fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable against Customer and its Users by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with Customer’s purchases hereunder. If PlanGrid has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4, PlanGrid will invoice Customer and Customer will pay that amount unless Customer provides PlanGrid with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.9 **Future Functionality.** Customer agrees that Customer’s purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by PlanGrid regarding future functionality or features.

5. **TERM; TERMINATION.**

5.1 **Term of Agreement.** This Agreement commences on the date Customer first accept it and, unless otherwise terminated, continues until all subscriptions hereunder have expired or have been terminated.

5.2 **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), at PlanGrid’s then current rates as published on [https://www.plangrid.com/pricing](https://www.plangrid.com/pricing), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.

5.3 **Termination.** A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, Customer may terminate this Master Subscription Agreement upon thirty (30) days written notice; however, it will nonetheless continue in effect with respect each ongoing subscription until the same has expired.

5.4 **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 5.3 (Termination), PlanGrid will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by PlanGrid in accordance with Section 5.3, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of Customer’s obligation to pay any fees payable to PlanGrid for the period prior to the effective date of termination.

5.5 **Customer’s Data Portability and Deletion.** Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, PlanGrid will make the Customer’s Content available to Customer for export or download. After that 30-day period, PlanGrid will have no obligation to maintain or provide Customer’s Data, and will thereafter delete or destroy all copies of Customer’s Data in PlanGrid systems or otherwise in PlanGrid possession or control as provided in the Documentation, unless legally prohibited.
5.6 Effect of Termination; Survival. Upon expiration or termination of this Agreement: (a) all subscriptions and licenses granted by PlanGrid under this Agreement and PlanGrid’s obligation to provide (and Customer’s right to access and use) the Service and PlanGrid Technology, will terminate; (b) Customer Data will be returned or deleted pursuant to Section 5.5; and (d) Sections 3 and 6 through 10 will survive.

6. REPRESENTATIONS AND WARRANTIES.

6.1 By PlanGrid.

(a) Conformity with Specifications. PlanGrid represents and warrants to Customer that the applicable Premium Service platform, when used in accordance with the instructions in the Documentation and this Agreement, will conform to the specifications in the applicable Documentation. PlanGrid’s entire liability and Customer’s sole and exclusive remedy for such breach will be, at PlanGrid’s election, to either: (A) re-perform, modify, or replace the Service so that it so conforms to such warranty; or (B) provide a refund of the fees paid for the affected Service, and solely as to the refunded Service, this Agreement, and Customer’s right to access such Service will immediately terminate. PlanGrid makes no warranty with respect to, errors caused by or relating to: (1) use of the Service in a manner inconsistent with the Documentation or this Agreement; or (2) third party hardware or software misuse, modification, or malfunction.

(b) Noninfringement. PlanGrid represents and warrants to Customer that the Service, when used in accordance with the instructions in the Documentation and this Agreement, does not and will not infringe or misappropriate any third party’s Intellectual Property Rights. As PlanGrid’s sole and exclusive obligation and Customer’s sole and exclusive remedy for breach of the foregoing warranty, PlanGrid will indemnify Customer as set forth in Section 7.1 ‘Indemnification – by PlanGrid’.

6.2 By Customer. Customer represents and warrants to PlanGrid that (i) Customer has the right to provide or submit the Content through the Premium Services, and (ii) the Content does not and will not violate the terms or conditions of this Agreement, applicable law, or infringe or misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party. As Customer’s sole and exclusive obligation and PlanGrid’s sole and exclusive remedy for breach of the foregoing warranty, Customer will indemnify PlanGrid as set forth in Section 6.

6.3 WARRANTY DISCLAIMERS. EXCEPT AS WARRANTED HEREIN, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE DISCLAIMED. PLANGRID’S PREMIUM SERVICES MAY BE SUBJECT TO, AND PLANGRID IS NOT RESPONSIBLE FOR, LIMITATIONS, RISKS, AND OTHER PROBLEMS INHERENT IN ELECTRONIC COMMUNICATIONS, AND PLANGRID DOES NOT WARRANT THAT USE OF THE PREMIUM SERVICES IS RISK-FREE. PLANGRID DOES NOT PROVIDE REPRESENTATIONS, WARRANTIES, OR ASSURANCES AGAINST INTERCEPTION OR ACCESS AND PLANGRID IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACTS RESULTING IN LOSS OF OR DAMAGE TO CUSTOMER DATA OR OTHER PROPERTY IN CONNECTION WITH CUSTOMER’S USE OF THE PREMIUM SERVICES. PLANGRID MAY, IN PERFORMING ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT, BE DEPENDENT UPON OR USE DATA, MATERIAL, AND OTHER INFORMATION FURNISHED BY CUSTOMER WITHOUT ANY INDEPENDENT INVESTIGATION OR VERIFICATION THEREOF, AND PLANGRID MAY ASSUME THAT SUCH INFORMATION IS ACCURATE, COMPLETE, AND LEGALLY SUFFICIENT.

7. INDEMNIFICATION.

7.1 By PlanGrid. PlanGrid will defend Customer from and against any and all third party lawsuits to the extent: (a) alleging that the Premium Service infringes or misappropriates any Intellectual Property Rights; (b) arising out of or relating to a breach of this Agreement by PlanGrid, and will indemnify and hold Customer harmless from any and all damages, losses, liabilities, costs, expenses, and other amounts to the extent awarded by a court of final jurisdiction relating to such claim, or agreed to in a monetary settlement of such claim. PlanGrid will have no indemnification obligation for infringement or misappropriation claims to the extent arising from: (i) Customer’s or any User’s use of the Premium Services other than as permitted under this Agreement; (ii) the combination of the Service with any Customer Data or any Customer or third party products, services, hardware, data, content, or business process(s); or (iii) from the modification of the Service or any PlanGrid Technology by any party other than PlanGrid or PlanGrid’s agents. If the
Premium Services provided under this Agreement become the subject of any claim, suit or proceeding for infringement of any intellectual property rights, or if it is held or otherwise determined to infringe any intellectual property rights, PlanGrid will (1) secure for Customer the right to continue using the Premium Services; or (2) replace or modify the Premium Services to make it non-infringing without degrading its performance or utility; or (3) if PlanGrid using its best efforts is unable to accomplish item (1) or (2) above, either Customer or PlanGrid may terminate this Agreement and PlanGrid will refund to Customer the pro-rata portion of the unused subscription Fees related to the infringing intellectual property. THE FOREGOING IS PLANGRID’S SOLE AND EXCLUSIVE OBLIGATION FOR THE THIRD PARTY CLAIMS DESCRIBED IN THIS SECTION 7.1.

7.2 By Customer. Customer will defend PlanGrid from and against any and all third party lawsuits to the extent: (a) alleging that the Content or its duplication, enhancement, publication or use infringes or misappropriates any Intellectual Property Rights, breaches any agreement between Customer and a third-party, or violates any other common law, statutory right or published policy, such as privacy; (b) arising out of or relating to a breach of this Agreement by Customer or any Users; or (c) it arises from a claim of violation by Customer or Users of any law, ordinance or regulation or contractual obligation to a third-party, and Customer will indemnify and hold PlanGrid harmless from any and all damages, losses, liabilities, costs, expenses, and other amounts to the extent awarded by a court of final jurisdiction relating to such claim, or agreed to in a monetary settlement of such claim. CUSTOMER ACKNOWLEDGES THAT ITS OBLIGATION TO INDEMNIFY AND HOLD PLANGRID HARMLESS Extends TO ALL USERS OF CUSTOMER’S PREMIUM SERVICES ACCOUNTS, NOT JUST ITS OWN EMPLOYEES AND AGENTS.

7.3 Indemnity Process. Each party’s indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the claim to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim unless the settlement unconditionally releases the indemnified party of all liability for the claim); (c) providing to the indemnifying party all available information and assistance in connection with the claim, at the indemnifying party’s request and expense; and (d) not compromising or settling such claim. The indemnified party may participate in the defense of the claim, at the indemnified party’s sole expense (not subject to reimbursement).

8. Limitation of Liability. EXCEPT FOR A BREACH OF SECTION 3 ‘INTELLECTUAL PROPERTY’ OR SECTION 9 ‘CONFIDENTIALITY’, EACH PARTY’S INDEMNIFICATION OBLIGATIONS, OR FOR DIRECT DAMAGES TO THE EXTENT ARISING OUT OF A PARTY’S INTENTIONAL MISCONDUCT, OR FRAUD, NEITHER PLANGRID’S NOR ITS SUPPLIERS’ OR LICENSORS’, NOR CUSTOMER’S AGGREGATE LIABILITY WILL EXCEED THE SUMS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER UNDER THE APPLICABLE ORDER FORMS. EXCEPT FOR A BREACH OF SECTION 3 ‘INTELLECTUAL PROPERTY’ OR SECTION 9 ‘CONFIDENTIALITY’ OR EACH PARTY’S INDEMNIFICATION OBLIGATIONS, NEITHER PLANGRID NOR ITS SUPPLIERS OR LICENSORS, NOR CUSTOMER, WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR USE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF PLANGRID HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidentiality. Recipient may use Discloser’s Confidential Information solely to perform Recipient’s obligations or exercise its rights hereunder. Recipient may not knowingly disclose, or permit to be disclosed, Discloser’s Confidential Information to any third party without Discloser’s prior written consent, except that Recipient may disclose Discloser’s Confidential Information solely to Recipient’s employees, officers, directors, consultants, contractors, agents or advisors (“Representatives”) who have a need to know for purposes of the Recipient’s exercise of its rights or performance of its obligations under this Agreement and who are bound in writing to keep such information confidential pursuant to confidentiality agreements consistent with this Agreement. Recipient acknowledges and agrees that it is responsible and liable for any breach by its Representatives of this section of this Agreement. Recipient agrees to exercise due care in protecting Discloser’s Confidential Information from unauthorized use and disclosure, and will not use less than a reasonable degree of care. The foregoing will not apply to any information that: (i) was or becomes generally known by the public through no fault of Recipient; (ii) was properly known to Recipient, without restriction, prior to disclosure by Discloser; (iii) was properly, and with authority, disclosed by a third party to Recipient, without restriction; (iv) Recipient independently develops without use of Discloser’s Confidential Information; or (v) is expressly permitted to be disclosed pursuant to the terms of this Agreement. If the Recipient or any of its Representatives is required pursuant to a judicial or legislative order or proceeding to disclose any Confidential Information of Discloser, then, to the extent

Rev 08-16
permitted by applicable law, the Recipient shall promptly, and prior to such disclosure, notify the Discloser of such requirement so that the Discloser can see a protective order or other remedy, notice of the intended disclosure and an opportunity to respond or object thereto. No such compelled disclosure by the Recipient will otherwise affect the Recipient’s obligations hereunder with respect to the Confidential Information so disclosed. Upon Discloser’s written request at any time and subject to any contrary obligations under this Agreement or applicable law, Recipient shall at Discloser’s direction promptly return or destroy and erase from all systems it directly or indirectly uses or controls (a) all originals and copies of all documents, materials and other embodiments and expressions in any form or medium that contain, reflect, incorporate or are based on Discloser’s Confidential Information, in whole or in part, except to the extent required by applicable law or in backup systems until deleted in the ordinary course, provided that all such information and materials will remain subject to the confidentiality and security requirements set forth in this Agreement, or (b) solely such specific Confidential Information as Discloser may request, and provide, upon request, a written statement to Discloser certifying that it has complied with the requirements of this section.

10. GENERAL.

10.1 Publicity. During any applicable Service Term, Customer grants PlanGrid the right to identify Customer as a customer of the applicable Premium Services, including using the Customer’s logo, solely in marketing materials and on PlanGrid’s website. Neither party shall issue any press release regarding this Agreement without the prior written consent of the other party.

10.2 Notices. All notices, requests, demands, waivers, consents and other communications hereunder will be in writing and will be served by personal service, certified or registered mail or confirmed electronic or facsimile transmission at the address of the receiving party set forth below (or at such different address as may be designated by such party by written notice to the other party), and shall be deemed complete upon receipt.

If to PlanGrid
PlanGrid, Inc.
3265 17th Street, Suite 404
San Francisco, CA 94110
Attn: Brian Snyder, Director, Finance and Business Analytics
Email: brian@plangrid.com

If to Customer:
[company name]
[address]
Attn: [name/title]
[email]

10.3 Assignment. Neither party may assign this Agreement, by operation of law or otherwise, without the other party’s prior written approval; provided, however, that a party may assign its rights and obligations under this Agreement, without the approval of the other party, to: (a) an entity that acquires all or substantially all of the assets of the assigning party; or (b) any subsidiary or Affiliate of the assigning party or successor in a merger or acquisition (whether by operation of law or otherwise) involving the assigning party; provided, further that for any permitted assignment by a party, the assigning party will provide the non-assigning party with written notice of such assignment and that the party receiving the assignment assumes all of the performance obligations and liabilities of the assigning party. Any attempted assignment in violation of the foregoing will be null and void.

10.4 Governing Law; Venue. This Agreement will be governed by California law, without regard to conflicts of law provisions. Neither the U.N. Convention of Contracts for the International Sale of Goods nor UCITA will apply. Any dispute arising out of or relating to this Agreement shall be brought in San Francisco, and as appropriate, either in the Superior Court of the State of California or in the United States District Court for the Northern District of California. Each party hereby consents to the exclusive jurisdiction of such courts.

10.5 Remedies. Except as provided in Sections 6 and 7, the parties’ rights and remedies hereunder are cumulative. Customer acknowledges that the Premium Service and PlanGrid Technology contain PlanGrid’s valuable
trade secrets and proprietary information, that any breach of this Agreement relating thereto will constitute harm to PlanGrid for which monetary damages would be inadequate, and that seeking injunctive relief is an appropriate remedy.

10.6 Independent Contractors. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Service. Neither party shall have any authority to contract for or bind the other party in any manner whatsoever.

10.7 U.S. Government End Users. If Customer is a U.S. government agency, the following applies. PlanGrid provides the Service, including related software and technology, in accordance with the following: government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary access right and license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with PlanGrid to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights, must be included in any applicable contract or agreement.

10.8 Export Compliance. Customer acknowledges that the Premium Services may be subject to U.S. and foreign export and import restrictions. Customer will not and will not allow any export or re-export of any part of the Premium Services, or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Premium Service is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

10.9 Waiver; Amendment; Severability. A party’s failure enforce any provision in this Agreement will not constitute a waiver unless in writing. No amendment hereof will be effective unless in writing and signed by both parties. If any provision of this Agreement is unenforceable, it will be changed and interpreted to accomplish the objectives of such provision to the extent legally permissible; remaining provisions will continue in full force and effect. Neither party will be liable for failure to perform due to causes beyond its reasonable control.

10.10 Purchase Orders. This Agreement shall prevail over any inconsistent terms or conditions contained in, or referred to in, Customer’s purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. No addition to, variation of, exclusion or attempted exclusion of any term of the Agreement shall be binding on PlanGrid unless in writing and signed by a duly authorized representative of the PlanGrid.

10.11 Local Use Decisions. PlanGrid will not provide Customer with any legal advice regarding compliance with data privacy or other relevant laws, rules or regulations in the jurisdictions in which Customer uses the Application (“Laws”). The parties acknowledge and agree that not all features, functions and capabilities of the Application may be used in all jurisdictions and Customer recognizes that certain features, functions and capabilities may need to be configured differently or not used in certain jurisdictions in order to comply with applicable local law, and in certain jurisdictions consents may need to be obtained from individuals submitting data via the Application as to the intended purpose, storage, distribution, access and use of the data submitted (“Local Use Decisions”). Customer is responsible for Local Use Decisions and PlanGrid disclaims all liability for Local Use Decisions.

10.12 Entire Agreement. This Agreement forms the entire agreement between Customer and PlanGrid regarding the subject matter hereof. It supersedes all prior or contemporaneous negotiations or agreements between the parties regarding its subject matter. Any preprinted terms on any Customer purchase order will have no effect on the terms of this Agreement and are hereby rejected. Headings are for reference purposes. “Including” means “including but not limited to.”
10.13 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.