

DCN¹ Terms of Use

Terms of Use [May 24, 2023].

These “Terms of Use” define the conditions under which Dodge Construction Network LLC, d/b/a Dodge Construction Network (collectively, “DCN”, “we,” “us,” or “our”) makes its websites available to users under the following terms and condition.

These Terms of Use constitute a legally binding agreement made by and between DCN and you, personally and, if applicable, on behalf of the entity for whom you are using the Sites (collectively, "you" "You", "your", "Your" or "User"). These Terms of Use govern your use of the Sites so please read them carefully. BY ACCESSING OR USING ANY PART OF THE SITES (INCLUDING LINKING TO THE SITES AND ACCESSING OR DOWNLOADING ANY DCN SOFTWARE), YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS OF USE , INCLUDING ANY RELATED PRIVACY POLICY. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE SITES.

INTERNET TECHNOLOGY AND APPLICABLE LAWS, RULES AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS OF USE AND/OR OUR PRIVACY POLICY AT ANY TIME. WE ENCOURAGE YOU TO REVIEW THESE TERMS OF USE AND OUR PRIVACY POLICY FROM TIME TO TIME FOR POSSIBLE CHANGES. YOUR CONTINUED USE OF ANY DCN SITE CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THESE TERMS OF USE AND PRIVACY POLICY THAT MAY BE POSTED. WE WILL POST THE AMENDED TERMS OF USE ON THE SITES AND INDICATE AT THE TOP OF THE PAGE THE DATE LAST REVISED, INCLUDING ANY REVISED PRIVACY POLICY.

1. DEFINITIONS.

DCN Sites contain two types of content. For purposes of these Terms of Use, (a) the "Sites' Own Content" means information entered into the Sites by employees and authorized representatives of DCN and (b) "Other Content" means any other information entered into the Sites by Users or other persons. All other defined or capitalized terms shall have the meanings ascribed to them elsewhere in these Terms of Use.

2. ACCESS TO THE SITES.

You must comply with all of the terms and conditions of these Terms of Use, the policies referred to below, and all applicable laws, regulations and rules when you use the Sites. The Sites are intended to be used only by individuals and entities that can form legally binding contracts under applicable law. Persons using the Sites to purchase products or services or utilizing resources on behalf of an employer must do so only with the authorization of their employer. Your access to the Sites, sending us feedback, submitting comments or other posts, or

other use of the Sites will be deemed to be a representation that you are 18 years of age or older or otherwise are an entity that can form legally binding contracts under applicable law. The Sites are not intended for children under the age of 13. DCN does not target its Sites to children under 13 or knowingly collect personally identifiable information from children under the age of 13. If we become aware that we have collected personal information from a child under age 13, we will delete that information as quickly as possible.

We use the means that we believe are reasonable to provide access to the Sites 24 hours a day, 7 days a week, except in the case of natural disasters or events beyond the control of DCN and subject to any breakdowns or any maintenance operations required to ensure the smooth operation of the Sites service and equipment. DCN will not be liable for any failure or deficiency in the performance of the Sites, and any software provided through use of the Sites, by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by a service provider to DCN, fire, terrorism, natural disaster or war.

DCN grants Users who accept these Terms of Use the right to connect to its Sites by means of the User's computer, mobile or other electronic device. The communication protocols used are those currently used by the Internet network. The rights of access to and use of the Sites are non-exclusive and non-transferable.

The Sites are controlled and operated from facilities in the United States and Canada. DCN MAKES NO REPRESENTATIONS THAT THE SITES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS, INCLUDING LOCATIONS IN EUROPEAN UNION STATES. THOSE WHO ACCESS OR USE THE SITES FROM JURISDICTIONS OUTSIDE OF THE UNITED STATES DO SO AT THEIR OWN RISK AND ARE ENTIRELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

Except as expressly permitted in these Terms of Use, the Sites may not be reproduced, transmitted, or distributed without DCN's prior written permission. The User may not commingle any portion of the Sites with any other information and shall not edit, modify, or alter any portion of the Sites. All information entered into the Sites by employees and authorized representatives of DCN (the "Sites' Own Content") is either the property of DCN and its affiliates or is licensed to DCN². DCN and its licensors retain all proprietary rights to the Sites' Own Content. The User shall honor all reasonable requests by DCN or its affiliates to protect DCN's and its licensors' proprietary interests in the Sites.

3. PROHIBITED CONDUCT; NONDISCLOSURE.

In using the Sites, you agree that you will not: (i) use the Sites for any purpose that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; (ii) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (iii) defame, abuse, harass or stalk any individual, or disrupt or interfere with the security or use of the Sites or any websites linked to them; (iv) interfere with or damage the Sites, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood

² NTD: Can DCN make this statement?

pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (v) attempt to use another User's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) DCN, or create or use a false identity; (vi) take or attempt any action that, in the sole discretion of the DCN, imposes or may impose an unreasonable or disproportionately large load or burden on the Sites or the infrastructure of the Sites; (vii) attempt to obtain unauthorized access to data, materials, information, computer systems or networks connected to any server associated with the Sites, through hacking, password mining or any other means to the Sites or portions thereof that are restricted from general access; (viii) engage, directly or indirectly, in transmission of "spam," mass e-mailings, chain letters, junk mail or any other type of unsolicited solicitation, whether electronic or otherwise; (ix) collect, manually or through an automatic process, information about other users without their express consent or other information relating to the Sites; (x) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Other Content; (xi) use any meta tags or any other "hidden text" utilizing the DCN name, trademarks, or product names; (xii) advertise, offer to sell, or sell any goods or services, except as expressly permitted by DCN; (xiii) use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Sites, any data or content found on or accessed through the Sites, or any other information from the Sites without prior express written consent of DCN; (xiv) interfere with, attempt to interfere with or otherwise disrupt the proper working of the Sites, any activities conducted on or through the Sites or any servers or networks connected to the Sites, including accessing any data, content or other information prior to the time that it is intended to be available to the public on the Sites; (xv) disobey any requirements, procedures, policies or regulations of networks connected to the Sites; (xvi) engage in any activity that interferes with any third party's ability to use or enjoy the Sites; or (xvii) assist any third party in engaging in any activity prohibited by these Terms of Use.

You agree not to disclose or otherwise make DCN Proprietary Information (as defined below in Section 4) available to any person other than your employees, if applicable, required to have such knowledge in the normal course of your business, and who are authorized to access the Sites, software downloaded or accessed through use of the Sites, if applicable, and Proprietary Information hereunder. You expressly agree not to, directly or indirectly: (i) disclose, publish, transfer, distribute or disseminate, or cause or permit to be disclosed, published, transferred, distributed or disseminated, Proprietary Information to any third party; (ii) use Proprietary Information in any manner, as a basis for providing any product or service (a "Competitive Product or Service") or otherwise, which competes with any products or services of DCN or its affiliates, or otherwise use Proprietary Information to compete with DCN or its affiliates; or (iii) use Proprietary Information to provide data or competitive information to any provider of any Competitive Product or Service or affiliate thereof.

4. INTELLECTUAL PROPERTY RIGHTS.

Except as provided herein, the Sites and the contents of the Sites (including, but not limited to, data, information, design, text, graphics, illustrations, audio clips, video clips, other files, and the

selection, arrangement and organization thereof) (the "Site Information") are owned by DCN, its licensors or other entities and are protected by copyright and other intellectual property rights. All right, title and interest in and to all copyrights, patents, trade secret rights, trademarks and other intellectual property rights in and to the Site Information (including, without limitation, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Sites) and the structure, organization and code relating to the information or data accessed by you through your use of the Sites or otherwise made available through your use of the Sites and all other information or data supplied by DCN and/or its suppliers, products, free listings or website users and/or customers, including, without limitation, any and all information and data in machine readable form (collectively, "Data Information" and together with the Site Information, the "Proprietary Information"), are proprietary, confidential, and valuable trade secret information of DCN and/or its suppliers. Unauthorized use of the Proprietary Information is strictly prohibited.

The elements presented on the Sites, including, without limitation, the Proprietary Information, are subject to modification without notice and are made available without any kind of guarantee, whether express or tacit, and cannot give rise to any rights to compensation. The information and images contained on the Sites, including, without limitation, the Proprietary Information, are protected by copyright.

Subject to the terms and conditions of these Terms of Use, and further subject to the terms and limitations of any License granted to you in any Master Services Agreement ("MSA") or other agreement between you and DCN, you are hereby granted a limited, non-exclusive right to use Proprietary Information on the Sites in the normal course of your business consistent with the terms of the MSA (where applicable), provided that you shall in no event use Proprietary Information in transmission of "spam," mass e-mailings, chain letters, junk mail or any other type of unsolicited solicitation, whether electronic or otherwise. You may not post any third party intellectual property on a DCN Site without the express written permission of the applicable third party, except as otherwise permitted by law. DCN will retain ownership of its intellectual property rights, including rights in and to Proprietary Information, and you do not obtain any rights therein by virtue of these Terms of Use or otherwise, except as expressly set forth in these Terms of Use.

Trademarks, service marks, trade names, product names, logos, designs, titles, and words or phrases posted by DCN on the Sites are owned by or licensed by DCN, or to DCN by its licensors or other entities, unless otherwise expressly excluded. All page headers, custom graphics, button icons and scripts are trademarks, trade dress or copyrights of DCN. All other trademarks, trade names, copyrights and the like that appear on the Sites are the property of their respective owners. You may not use any of these trademarks, trade dress, copyrights or trade names without express permission from the appropriate party.

5. THE USER'S CONTENT.

The Sites may offer opportunities for you to post content in the form of text, pictures, drawings, plans or designs ("Posting") that may be made available to the public. When you make a Posting to the Sites or use any other services on the Sites ("Site Features"), you will be subject to any

additional guidelines or rules applicable to such Site Features. Any such additional guidelines or rules are hereby incorporated in these Terms of Use by reference. DCN reserves the right to change, suspend or discontinue any Site Features at any time, or to limit or restrict your access to certain Site Features at any time, without notice to you and in its sole discretion.

If you submit any Posting or Other Content, you are acknowledging that any such Posting or Other Content (i) is not confidential or proprietary to you or any other person or entity, and does not create any confidential, fiduciary, contractually implied or other relationship between you and DCN or its agents and representatives other than as expressly set forth in these Terms of Use and (ii) may be used by DCN for any purpose, including for promotional or advertising purposes, in accordance with our Privacy Policy.

BY SUBMITTING A POSTING OR SUBMITTING OTHER CONTENT, YOU REPRESENT THAT YOU EITHER OWN THE RIGHTS TO THE POSTING, OR HAVE A LICENSE FROM THE OWNER THAT PERMITS YOU TO GRANT DCN A PERPETUAL, WORLDWIDE, ROYALTY-FREE, NON-EXCLUSIVE, SUB-LICENSABLE AND IRREVOCABLE RIGHT AND LICENSE TO USE, COPY, REPRODUCE, PREPARE DERIVATIVE WORKS BASED UPON, DISTRIBUTE, PERFORM AND DISPLAY SUCH INFORMATION IN WHOLE OR IN PART, IN ANY FORM, MEDIA OR TECHNOLOGY KNOWN OR HEREAFTER DEVELOPED AS LONG AS SUCH USE IS CONSISTENT WITH OUR PRIVACY POLICY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT DCN MAY DISCLOSE YOUR POSTINGS IN RESPONSE TO COURT ORDERS OR TO LAW ENFORCEMENT ENTITIES. DCN SEPARATELY RESERVES THE RIGHT TO EDIT OR DELETE ANY POSTING OR OTHER CONTENT IN ITS SOLE DISCRETION YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS BASED ON MORAL RIGHTS OR SIMILAR THEORIES, IF ANY.

Users entering material into the Sites are responsible for the content of that material. DCN has no responsibility for the Posting or Other Content, including the content of any messages or information posted by Users or others, or for the content of information accessible via direct or indirect hyperlinks from the Sites. However, DCN retains the right, which it may or may not exercise in its sole discretion, to review, edit, or delete any Posting or Other Content which DCN deems to be illegal, offensive, in violation of these Terms of Use or otherwise inappropriate.

You are prohibited from submitting, inputting, distributing, uploading, posting, emailing, transmitting or otherwise making available any Posting or Other Content that: (i) restricts or inhibits any other user from using and enjoying the Sites; (ii) is unlawful, harmful, threatening, abusive, harassing, tortious, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (iii) constitutes or encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any local, state, national or international law; (iv) violates, plagiarizes or infringes the rights of third parties including, without limitation, under any law or contractual or fiduciary relationships, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (v) contains a virus or other harmful component; (vi) contains any information, software or other material of a commercial nature; (vii) contains advertising, promotions or commercial solicitations of any kind

or constitutes junk mail, spam, chain letters, pyramid schemes or the like; (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment; (ix) is harmful to minors; or (x) constitutes or contains false or misleading statements of fact.

If you see any violations of these terms and conditions on the Sites, please email us at Support@Construction.com.

You understand that when using the Sites, you will be exposed to Postings from a variety of sources, and that DCN is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Postings. You further understand and acknowledge that you may be exposed to Postings that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against DCN with respect thereto. DCN is not responsible for any Postings to our Sites. Although DCN may monitor and/or review any Posting, DCN is not obligated to do so and DCN assumes no liability or obligation with respect to any Posting.

You acknowledge that any Posting may be used by any third party, and DCN assumes no liability for such use or disclosures. Without limiting the generality of the foregoing, in the event that you use Site Features to exchange information with third parties, you acknowledge that DCN does not control or guarantee the legality, authenticity, accuracy or quality of any information posted by a third party on our Sites or the use by such third party of any such information. You are solely responsible for your interactions with other Users and any content that you post. DCN will not be liable for any damage or harm resulting from any content or your interactions with other users of the Sites. DCN recommends that you use caution when exchanging information with any person that you interact with on the Sites. DCN is not responsible for monitoring any exchange of information between you and any third party and you release DCN from claims, demands and damages of every kind and nature, known or unknown, arising out of or in any way connected with any exchange of information between you and any third party or any dispute you may have with any third party. **DCN RECOMMENDS THAT YOU DO NOT INCLUDE ANY PERSONALLY IDENTIFIABLE INFORMATION AS PART OF ANY POSTING.**

You acknowledge that DCN does not pre-screen Postings, but that DCN and its designees have the right (but not the obligation) in their sole discretion to block or restrict access to or the availability of, or to edit or disable, any Posting that is available via the Sites. By way of example and without limiting the foregoing, DCN and its designees may edit or disable, or restrict access to or the availability of, any Posting or Other Content that (i) violates the terms of these Terms of Use; (ii) constitutes illegal, obscene, lewd, lascivious, filthy, excessively violent, harassing, offensive, objectionable or otherwise inappropriate material; or (iii) is required to be reviewed, monitored, edited or deleted by any court order, or in any governmental, administrative or judicial proceeding. You must evaluate and bear all risks associated with the use of any Postings and Other Content, including any reliance on the accuracy, completeness, or usefulness of such Postings or Other Content and any costs associated with the same, such as data and messages rates of your provider that may apply. DCN assumes no liability for use of

any Posting or Other Information by any third party. Subject to the terms of these Terms of Use, you may access Postings and Other Content solely (i) for your information and personal use and (ii) as intended through the normal functionality of the Sites.

Postings are made available to you "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Sites or otherwise as prohibited under these Terms of Use, or where applicable, your MSA.

DCN respects the intellectual property rights of others and expects its users to do the same. DCN may remove content that in its sole discretion appears to infringe the intellectual property rights of others. It is also our policy to suspend or terminate the accounts of repeat offenders. If we remove or disable access to comply with the Digital Millennium Copyright Act ("DMCA") we will make a good-faith attempt to contact the owner, author, or administrator of each affected account so that they may make a counter notification pursuant to section 512(g) the DMCA.

If you believe that content residing on or accessible through our Sites infringes a copyright you own or for which you are a designated agent, please send a written notice of infringement with the information that sets forth the items specified below. To expedite our ability to process your request, the notification must include the following:

- 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 work claimed to have been infringed. If multiple copyrighted works at the Sites are covered by a single notification, provide a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit DCN to locate the material. Please provide a specific URL for each item.
- Information reasonably sufficient to permit DCN to contact you, such as an address, telephone number, and email address, along with your full name.
- If true, the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."
- If true, the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Send the document to DCN's Designated Copyright Agent to receive notifications of claimed infringement at the contact information given below:

Designated Copyright Agent c/o Chief Financial Officer, Phone: 609-336-2670, Email: legal@construction.com

Upon receiving a notification that complies with the DMCA, DCN will expeditiously remove or disable access to the content that is alleged to be infringing and will take reasonable steps to forward the written notification to the alleged infringer to notify the alleged infringer that DCN has removed or disabled access to the material.

If you believe that your material has been removed improperly, you may file a counter notification. To file a counter notification with us, you must provide a written communication that sets forth the items specified below. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of users who are repeat infringers. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

To expedite our ability to process your counter notification, the written notification must include the following:

- A physical or electronic signature.
- Identification of the specific URLs of material that DCN has removed or to which DCN has disabled access.
- Your full name, address, telephone number, and email address, and the username of your DCN account.
- A statement that you consent to the jurisdiction of the federal District Court for the judicial district in which your address is located (or any judicial district in which DCN may be found if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection 512(c)(1)(C) of the DMCA or an agent of such person.
- If true, the following statement: "I swear, under penalty of perjury, that I 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."
- Send the written communication to DCN's Designated Copyright Agent at the contact information given below:

Designated Copyright Agent c/o Chief Financial Officer, Phone: 609-336-2670, Email:
legal@construction.com]

Please note that under Section 512(f) of the DMCA, you may be liable for damages, including costs and attorneys' fees, under the DMCA if you knowingly materially misrepresent: (a) that material on the Sites infringes upon your copyright; or (b) that material on the Sites was removed or disabled by mistake or misidentification.

6. REGISTRATION.

You may create your own account on the Sites by completing the online registration process on the Sites, and you must do so if you would like to receive certain content and materials provided by DCN. As part of the registration process, you must select a user name and password and provide DCN with accurate, complete, and updated information. Failure to do so constitutes a breach of these Terms of Use, which may result in immediate termination of the User's access. It is particularly important to keep the e-mail address associated with your account current because although you may be able to log into the Sites' account using an old e-mail address, you will not be able to receive messages from us. If you provide any information that is untrue, inaccurate, incomplete or not current, or DCN has grounds to suspect that such information is untrue,

inaccurate, incomplete or not current, DCN has the right to suspend or terminate any issued password and refuse any and all current or future use of the Sites.

Following registration, we will create an account for you and assign you, or allow you to select, a password. You must keep your password confidential and not disclose your password to any person other than your direct employees, as applicable, required to have such access to your password in the normal course of your business. You will be responsible for all use of your password, including, without limitation, any use by any unauthorized third party. You must notify us immediately if you believe your password may be used or may have been used by any unauthorized person or entity. For security purposes, we recommend you change your password often. Under no circumstance should you respond to a request for your password. Our employees will never ask for your password. You must notify us immediately if you receive such a request. We reserve the right to suspend or terminate your use of the Sites if we believe that your password is being used without permission or otherwise in a manner that may disrupt the Sites.

7. MODIFICATION.

These Terms of Use, as the same may be modified by DCN, in its sole discretion, shall apply to any use of any of the Sites. DCN may, in its sole discretion and without any liability, change, modify, suspend, make improvements to or discontinue any aspect of the Sites, temporarily or permanently, at any time without prior notice.

8. FEES & PAYMENTS.

From time to time, DCN makes available to its subscribers certain products, services and Site Features, or licenses certain DCN software which is downloaded or accessed from the Sites for which it charges a fee. Additional terms and conditions may apply, including without limitation, the terms and conditions of any MSA or other agreement between you and DCN, which terms and conditions are incorporated by reference into these Terms of Use. In addition, you may be required to register and meet certain eligibility requirements, including but not limited to providing certain information, including your name, email address and other required information, including bank or credit card information and authorizations, or other necessary items, subject to the approval of DCN. DCN, in its sole discretion, may charge fees for access to our Sites. When you post Other Content on our Sites, use software, use other Site Features that have a fee you will have an opportunity to review and accept the fees that you will be charged based your access to the Sites services, applicable software and Site Features, which fees and terms and conditions may change from time to time in DCN's sole discretion unless otherwise agreed by you and DCN in writing. We may choose to temporarily change the fees for our services for promotional events (for example, free posting days) or new Site Features, and such changes are effective when we post the temporary promotional event or new Site Features on the Sites or as we otherwise agree with you in writing. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with the services in a timely manner with a valid payment method ("Payment Method"). If your Payment Method fails or is past due, we collect fees owed using other collection methods, including retaining collection agencies and legal counsel, and you agree to reimburse us for any fees and

expenses associated with such collection methods, including without limitation, any legal fees and expenses.

9. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION.

You represent, warrant and covenant to DCN that: (i) you have the full power and authority to enter into and perform your obligations under these Terms of Use; (ii) your assent to and performance of your obligations under these Terms of Use do not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules; (iii) you are age 18 or over, able to form a legally binding contract, and these Terms of Use constitute legal, valid and binding obligations on you, enforceable in accordance with their terms and conditions; (iv) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of DCN or any third party in your use of the Sites; and (v) you will comply with all applicable laws, rules and regulations in your use of the Sites, including these Terms of Use.

YOU REPRESENT, WARRANT AND COVENANT TO DCN THAT: (A) YOU ARE NOT, AND SHALL NOT BE DURING THE PERIOD OF YOUR USE OF THE SITES, A SUPPLIER OF ANY COMPETITIVE PRODUCT OR SERVICE, NOR ARE YOU ACCESSING THE SITES, SOFTWARE, AND/OR PROPRIETARY INFORMATION, DIRECTLY OR INDIRECTLY, FOR THE PURPOSE OF PROVIDING DATA OR COMPETITIVE INFORMATION TO A SUPPLIER OF ANY COMPETITIVE PRODUCT OR SERVICE OR ANY AFFILIATE THEREOF OR OTHERWISE COMPETING WITH DCN OR ITS AFFILIATES; AND (B) YOU HAVE PROVIDED TRUE AND ACCURATE INFORMATION AS TO YOUR ACTUAL IDENTITY.

You agree to indemnify and hold DCN and its employees, representatives, agents, attorneys, affiliates, directors, officers, members, managers and shareholders ("Indemnified Parties") harmless from any and all damages, liabilities, losses, charges, costs or expenses (including without limitation, attorneys' fees and costs) incurred in connection with any third party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach by you of any provision of these Terms of Use or (ii) arising from, related to, or connected with your use of the Sites, any software, and/or the Proprietary Information. If you are obligated to provide indemnification pursuant to this provision, DCN may, in its sole and absolute discretion, control the disposition of any third party Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise or in any other manner dispose of any third party Claim without the consent of DCN.

10. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

THE SITES, SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES, OTHER CONTENT, SITES' OWN CONTENT, AND ANY PROPRIETARY INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING PROVISIONS, YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE SITES,

SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES, AND/OR PROPRIETARY INFORMATION TO ACHIEVE YOUR INTENDED RESULTS AND SOLE RESPONSIBILITY FOR THE USE OF, AND RESULTS OBTAINED FROM THE SITES, SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES, AND/OR THE PROPRIETARY INFORMATION. ANY CONTENT OR SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. WITHOUT LIMITING THE FOREGOING PROVISIONS, DCN MAKES NO WARRANTY THAT THE SITES, SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES, AND/OR THE PROPRIETARY INFORMATION OR ITS USE WILL BE ERROR-FREE, SECURE, VIRUS FREE, OR FREE FROM INTERRUPTIONS, DEFECTS OR OTHER FAILURES OR HARMFUL COMPONENTS OR THAT THE SITES, SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES, AND/OR THE PROPRIETARY INFORMATION WILL SATISFY YOUR SPECIFIC REQUIREMENTS OR BE COMPATIBLE WITH YOUR EQUIPMENT OR OTHER HARDWARE, SOFTWARE OR BROWSER CONFIGURATION OR THAT INACCURACIES OR ERRORS WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DCN DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SITES, SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES, AND/OR THE PROPRIETARY INFORMATION. THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE SITES, SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES, AND/OR THE PROPRIETARY INFORMATION. THE ENTIRE RISK OF THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SITES, SOFTWARE DOWNLOADED FROM OR ACCESSED THROUGH THE SITES, AND/OR THE PROPRIETARY INFORMATION, IF ANY, REMAINS SOLELY WITH YOU. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. DCN DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY ADVERTISING AND DCN WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES.

DCN reserves the right to modify or correct the contents of its Sites at any time, without notice. DCN shall not be liable in the event of contamination of your computer equipment as a result of

virus propagation or other computer "infections." You are responsible for taking all appropriate measures to protect your own data and software, including measures to protect your data and software from contamination by any viruses circulating via the Internet.

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