

## **Dodge Construction Network API Addendum**

**THIS Application Programming Interface License** ("API License") between Dodge Construction Network, LLC, a Delaware limited liability company ("DCN") and Client, governs the Client's use of DCN's standard configuration Application Programming Interface ("API") solely to allow Client to more efficiently download DCN Data for Client's internal use during the term of Client's agreement. All rights granted under this API License shall cease immediately upon the termination of Client's SaaS License for any reason.

### **I. API INTERFACE CONFIGURATION.**

It is Client's responsibility to integrate the data feed from the API into Client's internal business systems. If Client requests integration assistance, DCN may, but is under no obligation to, assist Client in integration activities. All such assistance shall be at DCN's then standard IT consulting rates, and shall be the subject of a separate consulting agreement between the parties.

### **II. LICENSE AND INTELLECTUAL PROPERTY.**

**License to Use API.** Subject to the terms and conditions of this Agreement, DCN hereby grants to Client a non-exclusive, non-transferable, non-sublicenseable license to use the API during the term of this Agreement for the sole purpose of enabling Client's System to download DCN Data in DCN's SaaS platform solely for Client's internal purposes through the Vendor Interface and the API ("License to Use API"). The API License shall automatically terminate upon any termination of this Agreement or Client's SaaS license for any reason.

Nothing in this API License is intended to alter or amend Client's related Data or SaaS License, or DCN's Master Services Agreement, all of which remain in full force and effect. In the event of a conflict between agreements, the order of priority of terms shall be as follows: Master Services Agreement, SaaS Addendum, Data Services Addendum (if Applicable), API License.

Client shall not use the API in any way other than as expressly permitted or granted under this Agreement; or alone or in conjunction with the Vendor System in any way that results in or could result in any security breach with respect to DCN Systems or DCN Data, or in violation of any applicable law or regulation.

### **III. FEES AND COSTS.**

Except as set forth in a Statement of Work signed by both Parties, neither Party shall be obligated to pay the other any fees, commissions or royalties whatsoever in connection with this Agreement and each Party shall be responsible for its own costs in performing its obligations hereunder.

### **IV. TERM AND TERMINATION.**

(a) Unless terminated as provided herein, the term of this Agreement will commence on the Effective Date, will continue for a period concurrent with Client's SaaS license.

(b) Either party may terminate this Agreement if

(i) the other party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receipt of notice of such breach;

(ii) the other party ceases to do business as a going concern without an assignment of its rights and obligations to a successor-in-interest; applies for or consents to the appointment of a trustee, receiver or other custodian, or makes an assignment for the benefit of creditors; becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due; or, subject to applicable law, commences or has commenced against it any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings and, if such case or proceeding is commenced against it, such case or proceeding is not dismissed within sixty (60) days thereafter; or

(iii) any substantial part of the other party's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within ten (10) days thereafter.

**V. TERMINATION-RELATED OBLIGATIONS.**

(a) Upon any termination of this Agreement, Client will promptly reconfigure and/or reprogram its systems to disable the API.

**VI. DISCLAIMER OF WARRANTIES.**

DCN DISCLAIMS ALL WARRANTIES UNDER THIS ADDENDUM INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

**VII. LIMITATION OF LIABILITY.**

DCN WILL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS OR LOSS OF USE OF FACILITIES OR EQUIPMENT, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE OR DELAY IN ITS PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF CIVIL OR MILITARY AUTHORITY, NATIONAL EMERGENCIES, TERRORISM, LABOR DIFFICULTIES, FIRE, FLOOD OR CATASTROPHE, ACTS OF GOD, INSURRECTION, WAR, RIOTS OR FAILURE BEYOND ITS REASONABLE CONTROL OF TRANSPORTATION, POWER SUPPLY, TELEPHONE OR OTHER COMMUNICATIONS LINES.

**VIII. INDEMNIFICATION.**

The Indemnification provisions set forth in Section 8 of the MSA shall apply with equal force to claims arising under this Addendum. Under no circumstances will a Party's indemnification obligations hereunder exceed the scope of the MSA indemnification clauses.

**IX. SURVIVAL.**

The provisions of Sections II through VII shall survive any termination, cancellation, or completion of performance of the Agreement.

**X. WAIVER.**

The failure by either party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provision.

**XI. GOVERNING LAW AND JURISDICTION; JURY TRIAL WAIVER.**

The Agreement will be governed by and construed in accordance with the laws of the State of New York without application of the principles of conflicts of law. Any legal action or proceeding arising under the Agreement will be brought exclusively in the Federal or states courts located in the State of New York and the parties hereby consent to the personal jurisdiction and venue therein. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the in the Federal or states courts located in the State of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATING TO THE SUBJECT MATTER OF THIS ADDENDUM.