

## SHEDS3D'S ONLINE 3D SHED DESIGN/CONFIGURATOR & REPORTING PLATFORM

### GENERAL TERMS AND CONTITIONS

These General Terms and Conditions (the "**General Terms**") are legally binding on Client and Sheds3d and sets forth the legal terms with respect to Client's access and use of the Platform. Capitalized terms not otherwise defined in these General Terms and Conditions shall have the meanings given to such terms in the Subscription Agreement by and between Client and Sheds3d to which these General Terms are incorporated by reference (the "**Subscription Agreement**").

PLEASE READ ALL OF THESE GENERAL TERMS CAREFULLY. BY ENTERING INTO THE SUBSCRIPTION AGREEMENT OR OTHERWISE ACCESSING OR USING THE PLATFORM, CLIENT EXPRESSLY AGREES AND CONSENTS TO BE BOUND BY THESE GENERAL TERMS. IF CLIENT DOES NOT AGREE TO ALL OF THESE GENERAL TERMS, IT MAY NOT ACCESS OR USE THE PLATFORM. THE DATE UPON WHICH CLIENT ENTERS INTO THE SUBSCRIPTION AGREEMENT SHALL BE DEEMED THE "EFFECTIVE DATE" OF THESE GENERAL TERMS.

#### 1. Authorization and Use of the Platform.

(a) Access and Use. Subject to and conditioned on Client and its Authorized Users' (as defined below) compliance with these General Terms, Sheds3d hereby authorizes Client to access and use, during the Term (as defined in the Subscription Agreement), the Platform and related documentation made available by Sheds3d (the "**Documentation**") solely for Client's internal business purposes by and through Authorized Users. This authorization is non-exclusive and non-transferable. "**Authorized User**" means each of Client's employees that has been granted a valid user name and password that is used to verify such employee's identity and authorization to access and use the Platform.

(b) Reservation of Rights. Nothing in the Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, the Platform, the Documentation, and/or the Third-Party Materials (as defined in Section 1(e)), whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Platform, the Documentation, and the Third-Party Materials are and will remain with Sheds3d and the respective rights holders in the Third-Party Materials.

(c) Use Limitations and Restrictions. Client shall not, and shall not permit any third-party to, access or use the Platform or Documentation for any purposes beyond the scope of the rights granted in the Agreement and, in the case of Third-Party Materials, the applicable legal terms (e.g., license agreement, subscription agreement, terms of use, etc.) governing such Third-Party Materials. Without limiting the foregoing, Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or the Documentation to any third-party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Platform, in whole or in part; (iv) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Platform or Sheds3d's provision of the Platform to any third party, in whole or in part; (v) remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform and/or any Documentation, including any copy thereof; (vi) access or use the Platform in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law; or (vii) access or use the Platform in any manner or for any purpose that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable.

(d) Changes. Sheds3d reserves the right to make any changes to the Platform that it deems necessary or useful to maintain or enhance the quality or delivery of Sheds3d's products and services to its customers, maintain or enhance the competitive strength of, or market for, the Platform, improve the Platform's cost efficiency, functionality or performance, and/or to comply with applicable laws.

(e) Third-Party Materials. Sheds3d may utilize certain Third-Party Materials with the Platform. For purposes hereof, Client's access and use of such Third-Party Materials are subject to Client's compliance with the applicable legal terms (e.g., license agreement, subscription agreement, terms of use, etc.) governing such Third-Party Materials. If Client does not agree to abide by the applicable legal terms for such Third-Party Materials, then Client should not access and/or use the Platform and/or such Third-Party Materials. For purposes hereof: "**Third Party Materials**" means materials, tools, data, content and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment and/or components that are (i) not proprietary to Provider and (ii) incorporated into, integrated into, embedded within and/or otherwise accessed and used by the Platform.

#### 2. Ownership; Reservation of Rights.

(a) Platform & Documentation. Client acknowledges all right, title, and interest, including all intellectual property rights, in and to the Platform, the Documentation, and the Third-Party Materials are and will remain with Sheds3d and the respective rights holders in the Third-Party Materials. Except for the limited rights expressly granted under these General Terms, nothing in the Agreement grants to Client any intellectual property rights or other right, title, or interest in or to (including any license under) the Platform, the Documentation or the Third-Party Materials, whether expressly, by implication, estoppel, or otherwise.

(b) Work Product. Client acknowledges that Sheds3d shall exclusively own all right, title, and interest, including all intellectual property rights, in and to all deliverables, materials, work product and/or derivative works authored, reduced to practice, conceived, created and/or developed by Sheds3d in the performance of its obligations under the Agreement, including, without limitation, any and all works of authorship, materials, schematics, images and/or 3D renderings authored, created or developed by Sheds3d based upon the Client Materials (collectively, the **"Work Product"**). Client shall have no rights to any Work Product.

(c) Feedback. Client and/or its Authorized Users may submit suggestions or recommended changes with respect to the Platform to Sheds3d (**"Feedback"**). Client hereby assigns to Sheds3d all right, title, and interest in, and Sheds3d is free to use, without any attribution, restrictions or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Sheds3d is not required to use any Feedback.

3. Client Responsibilities. Client is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Client will be deemed a breach of the Agreement by Client. Client shall take reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Platform, and shall cause Authorized Users to comply with such provisions.

#### 4. Payment and Fees.

(a) Fees. As consideration for the rights granted hereunder, Client shall pay to Sheds3d the fees identified in the Subscription Agreement, in each case in accordance with the terms specified in the Subscription Agreement. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

(b) Payment Terms. Unless otherwise specified in the Subscription Agreement, Client shall pay all fees due under the Agreement within thirty (30) days of receipt of an applicable invoice from Sheds3d. Client agrees to pay as a late payment charge the lesser of one and one-half percent (1.5%) per month or the maximum late payment charge permitted by law on all amounts not paid within thirty (30) days from date of the applicable invoice. Client also agrees to pay all expenses of collection, including reasonable attorney's fees, incurred by Sheds3d in collecting amounts not paid by the applicable due date.

(c) Taxes. All fees and other amounts payable by Client under the Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Client under the Agreement, other than any taxes imposed on Sheds3d's income.

5. Confidential Information. Client acknowledges and agrees that the source code for the Platform and the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used by Sheds3d in developing, producing, marketing and/or making the Platform available for subscription are Sheds3d's "Confidential Information". Client agrees to (a) hold in confidence and not publish or disclose to any third parties any of the Confidential Information and (b) use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Confidential Information that it uses to protect its own trade secret information.

#### 6. Representations and Warranties.

(a) Client represents and warrants that (i) it shall provide Sheds3d all information necessary for Sheds3d to perform its obligations under the Agreement (collectively, the "Client Data"), including without limitation, Shed-related information (e.g., schematics, measurements, sizes, etc.) and personal information (e.g., name, address, e-mail address, phone number, etc.) of potential Client Customers (all such information concerning a Client Customer or potential Client Customer, collectively, the "Client Customer Information"); (ii) all Customer Data disclosed, provided and/or otherwise made available to Sheds3d is complete and accurate; (iii) it shall obtain from each Client Customers, prior to disclosure of the applicable Client Customer Information to Sheds3d, any and all consents, certifications, authorizations, releases and/or other documentation (collectively, the "Consents") from such Client Customer that are necessary and/or required under applicable law to permit Sheds3d and its subcontractors and agents to view, copy, access, store, process, disclose and otherwise use the

Client Customer Information as needed to fulfill its obligations under the Agreement, including without limitation, all Consents necessary under applicable law; and (iv) the Client Data and Client Materials, including Sheds3d's use thereof to perform its obligations under the Agreement, shall not (1) infringe upon, misappropriate or otherwise violate any third party's intellectual property or proprietary rights, and/or (2) breach or violate any applicable laws. Client hereby authorizes Sheds3d to use the Client Data, Client Materials and Client Customer Information to perform its obligations under the Agreement.

(b) THE PLATFORM AND DOCUMENTATION ARE PROVIDED "AS IS" AND SHEDS3D HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SHEDS3D SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SHEDS3D MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. FURTHER, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

7. Indemnification. Client agrees to indemnify, defend, and hold harmless Sheds3d and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding based on, or arising in connection with, Client's or its Authorized Users' (a) negligence or willful misconduct or (b) breach of any terms of the Agreement, including without limitation, any breach of the representations and warranties set forth in Section 6(a) and/or use of the Platform or Documentation in a manner that is not authorized or that otherwise violates the terms the Agreement. In the event Sheds3d seeks indemnification or defense under this Section, Sheds3d shall promptly notify Client in writing of the claim(s) brought against Sheds3d for which Sheds3d seeks indemnification or defense. Sheds3d reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of Sheds3d's choice. Client may not enter into any third-party agreement, which would, in any manner whatsoever, affect Sheds3d's rights, constitute an admission of fault by Sheds3d or bind Sheds3d in any manner, without Sheds3d's prior written consent.

8. Limitations of Liability. IN NO EVENT WILL SHEDS3D BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR THE SUBJECT MATTER HEREOF UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE PLATFORM, (C) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (D) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SHEDS3D WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SHEDS3D'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNTS PAID BY CLIENT TO SHEDS3D DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM AGAINST SHEDS3D HEREUNDER. THE FOREGOING LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9. Equitable Relief. Client acknowledges and agrees that a breach or threatened breach of any of its obligations under Section 1(a), 1(c) and/or 5 would cause Sheds3d irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Sheds3d will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy.

10. Force Majeure. Sheds3d shall not be liable for delays in performance or for non-performance due to unforeseen circumstances or any events or causes beyond Sheds3d's reasonable control, including cyber-attacks, acts of God, war, epidemic, pandemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots or governmental action.

11. Miscellaneous. The Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Agreement and its interpretation shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws provisions. Each of the parties hereto consents to the sole and exclusive

jurisdiction of any state or federal court located within the State of North Carolina. If any party shall bring an action to enforce the Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs from the unsuccessful party. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement without Sheds3d's prior written consent. Any purported assignment, transfer, or delegation in violation of this Section is null and void. The Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); or (c) by certified or registered mail, return receipt requested (upon verification of receipt). All notices hereunder shall be addressed to the respective party in accordance with the "Notice Address" information included in the Subscription Agreement; provided that either party may change the address to which notice is to be given by notice given in the manner set forth above. The parties shall be independent contractors and the relationship between the parties shall not constitute a partnership, joint venture or agency. No party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of such other party. Notwithstanding anything in the Agreement to the contrary, Sections 2, 4, 5, 6, 7, 8, 9, 10 and 11 of these General Terms survive any termination or expiration of the Agreement.