

REPRODUX END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“EULA”) SETS OUT SPECIFIC TERMS AND CONDITIONS REGARDING YOUR USE OF REPRODUX’s DOCUMENT CONTROL AND DISTRIBUTION SOFTWARE.

You must read this EULA and agree with its terms before you click “I Accept”. If you do not understand or agree with any part of this EULA, you must click “I Decline”. If you decline, please contact us to obtain a refund of your purchase price.

TERMS AND CONDITIONS

1) Introduction

This EULA is a binding legal agreement between You (as defined below) and REPRODUX. (“REPRODUX”). REPRODUX is an Ontario corporation and has an office at 130 Willowdale Avenue, North York, M2N 4Y2. You may learn more about REPRODUX at www.reprodux.com.

The software that is distributed with this EULA is owned by REPRODUX. It will be referred in this EULA as the “REPRODUX Software”.

The licensee may be an individual person or a single legal entity such as a corporation. The licensee will be referred to as “You” and by the terms “Your” and other similar terms.

The word “you” (without capitalization) is used to refer to an individual person who is reviewing this EULA and who may accept it on behalf of another legal person, such as your employer, or on your own behalf. To accept this EULA on behalf of that other legal person, you must have the authority and capacity to do so. If you are not permitted to accept this EULA on behalf of the other legal person, but do so anyway, REPRODUX may take action against you personally for any resulting damages or other losses. By accepting this EULA, you agree that you will be liable for any such damages or losses.

By entering into this Agreement, you are requesting that you be allowed to access and make use of the REPRODUX Service. The REPRODUX Service provides content hosting, sharing and printing services for users who wish to have their content hosted, shared or printed. Content may include any electronic files that are used in the planning and development of construction projects.

2) Definitions

In addition to the other terms defined herein, in this EULA, the following terms have the following meanings:

“Confidential Information” means information that is not generally known to the public but does not include information that (i) is or becomes generally known to the public through no action or fault of the Party receiving the information; (ii) was already known to the Party at the time this Agreement is made; (iii) is received from a third party that is not bound by an obligation of confidentiality to maintain the information in confidence; or (iv) must be disclosed by operation of law.

"Content" means electronic files that are to be uploaded to the REPRODUX service.

"Content Uploader" means an application that allows you to upload content to the REPRODUX service and is part of the REPRODUX software.

"Content Viewer" means an application that allows you to view content stored by the REPRODUX service and is part of the REPRODUX software.

“Effective Date” is the date on which You accept this EULA.

“Intellectual Property” means any invention, creative or artistic work, trademark, trade secret, Confidential Information or industrial design.

“Intellectual Property Right” means any patent, patent application, trademark registration, trademark application, common law trademark, design patent, industrial design registration, any registered or unregistered copyright in any work, any moral right in any work and any similar or related right in any jurisdiction.

“Documentation” means any technical or non-technical information and instructions relating to the REPRODUX Software, whether in printed or electronic form, and including, without limitation, any help files or other instructional information displayed while the REPRODUX Software is used or available using the Internet or any other means, and any associated media, printed materials, or on-line documentation.

"REPRODUX Service" means the content hosting, sharing and printing services that allows users to have their content hosted, shared or printed using the Content Uploader and Content Viewer, that may currently be accessed through the www.myplanroom.ca site.

3) Grant of License

Subject to the limitations set out in this EULA, REPRODUX grants to You a limited, non-exclusive and non-transferable license to install the REPRODUX Software contemporaneously with Your acceptance of this EULA, and to use the REPRODUX Service.

The license is granted to You for Your own use and may not be transferred to any third party. You may not grant sub-licenses to use the REPRODUX Software to any third party.

After entering into this Agreement, You may download, install and use the REPRODUX Software and REPRODUX Service to upload content for hosting and printing.

Nothing in the Agreement gives you any right, title or interest, or any other ownership or property right in or to the Reprodex Software or the Documentation.

4) Software Updates

REPRODUX may at its sole discretion provide upgrade versions of the REPRODUX Software. At any time, REPRODUX will provide support only for its current version of the REPRODUX Software.

5) Use of Content

By entering into this Agreement, you permit REPRODUX and its associated agents, to, and grant REPRODUX and its associates and agents a royalty-free, non-exclusive right and license to, host, cache, store, copy, modify, print, distribute, display, reformat, transmit and route the content in order to facilitate the hosting, sharing and printing of the content.

6) Availability

REPRODUX uses reasonable commercial efforts to ensure that the service is always available. However, there will be occasions when the REPRODUX Service will be interrupted. Interruptions may be due to maintenance, upgrades, emergency repairs, and failures of equipment and telecommunication channels that are beyond the control of REPRODUX. While reasonable commercial steps will be taken by REPRODUX to minimize such disruptions that are under the control of REPRODUX, you agree that REPRODUX shall not be liable for any modification, suspension, or discontinuance of the REPRODUX Service. You are responsible for creating backups of any content that is uploaded to the REPRODUX Service.

7) Intellectual Property and Intellectual Property Rights

You acknowledge that REPRODUX owns valuable and proprietary Intellectual Property embodied in the REPRODUX Service, the REPRODUX Software and the Documentation.

You acknowledge that REPRODUX owns valuable and proprietary Confidential Information and trade secrets that are embodied in the REPRODUX Software, and Documentation. You will not duplicate any of the Confidential Information, except as permitted herein. You will not disclose any of the Confidential Information or trade secrets to a third party, nor will You allow any other party to do so.

You acknowledge that REPRODUX owns valuable and proprietary copyrights in and to the REPRODUX Software and the Documentation. You will not duplicate any of the REPRODUX Software or the Documentation, except as permitted herein.

All Intellectual Property and all Intellectual Property Rights in and to the REPRODUX Software and the Documentation are and remain the exclusive property of REPRODUX.

This EULA does not give You any right to use REPRODUX's Intellectual Property or Intellectual Property Rights, except as required to use the REPRODUX Software and

REPRODUX Service as specifically permitted herein. You do not receive any other right, title or interest in REPRODUX's Intellectual Property or Intellectual Property Rights.

You acknowledge that misuse of REPRODUX's Intellectual Property, any unauthorized public disclosure of REPRODUX's Confidential Information or any unauthorized use of REPRODUX's Intellectual Property Rights may result in irreparable harm to REPRODUX which may not be compensable by damages. REPRODUX will be able to obtain an injunction, including interlocutory, interim and permanent injunctions to restrain such harm.

8) Your Representations and Warranties

You represent and warrant that You have the authority and capacity to enter into this EULA.

If you are an individual person accepting this agreement on behalf of another legal entity, you represent and warrant that you are duly authorized and have the capacity to do so.

You will hold harmless and indemnify REPRODUX, its officers, directors and employees from any loss, damage, fine or expense (including reasonable attorney's fees and disbursements) arising from Your use of the REPRODUX Software, and the REPRODUX Service.

9) Rights to Content

You must have all the necessary rights, including, but not limited to all copyrights, trademark rights, and other rights granting you permission to upload content, share content, and request copies of content. You warrant and represent that (a) you have the legal rights and authority to enter into this Agreement, and to grant the rights and licenses described in this Agreement.

10) REPRODUX's Representation and Warranties

REPRODUX represents and warrants that it has the authority and capacity to enter into this EULA.

THE REPRODUX SOFTWARE AND SERVICE, ARE PROVIDED "AS IS" WITH NO WARRANTIES. REPRODUX AND ITS LICENSORS AND THIRD PARTY SERVICE PROVIDERS (INCLUDING, BUT NOT LIMITED TO TELECOMMUNICATIONS, SERVER AND HOSTING SERVICES, POWER SUPPLIERS, AND OTHER SERVICE PROVIDERS (COLLECTIVELY, REFERRED TO AS "SERVICE PROVIDERS") MAKE NO CLAIMS AND HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE REGARDING MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES REGARDING THE SECURITY, RELIABILITY AND PERFORMANCE OF THE REPRODUX SOFTWARE AND REPRODUX SERVICE.

YOU UNDERSTAND AND HEREBY AGREE THAT YOU USE THE REPRODUX SERVICE AND REPRODUX SOFTWARE AT YOUR OWN DISCRETION AND ASSUME THE RISK ASSOCIATED WITH SUCH USE, AND THAT YOU ARE SOLELY

RESPONSIBLE FOR THE AUTHORIZED CONTENT, AND FOR ANY DAMAGES THAT ARE CAUSED TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE REPRODUX SOFTWARE AND REPRODUX SERVICE.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY CONTENT TO THE SERVICE, OR THE VIEWING OF ANY CONTENT FROM THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS CAUSED TO THE COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. YOU ARE SOLELY RESPONSIBLE FOR CREATING ELECTRONIC AND PHYSICAL COPIES OF ANY CONTENT SUBMITTED TO THE REPRODUX SERVICE.

THE DOCUMENTATION IS PROVIDED ON AN "AS-IS" BASIS. REPRODUX DOES NOT MAKE ANY REPRESENTATION OR GIVE ANY WARRANTY TO YOU WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTATION, UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS SECTION.

REPRODUX HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTY RELATING TO THE REPRODUX SOFTWARE AND THE DOCUMENTATION, WHETHER EXPRESS OR IMPLIED UNDER LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATING TO FITNESS FOR ANY PURPOSE, MERCHANTABILITY OR THE CONDITION OF THE REPRODUX SOFTWARE, UNLESS SUCH WARRANTY IS EXPRESSLY STATED AS BEING APPLICABLE DESPITE THIS DISCLAIMER OF ALL WARRANTIES.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY OR PRINCIPLE WILL REPRODUX OR ANY PERSON ASSOCIATED WITH REPRODUX BE LIABLE TO YOU OR ANY PERSON ASSOCIATED WITH YOU FOR ANY HARM OR DAMAGE, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER INCLUDING WITHOUT LIMITATION PHYSICAL DAMAGE TO A PERSON OR PROPERTY, LOSS OF GOODWILL, LOSS OF INCOME, COMPUTER FAILURE OR MALFUNCTION (FOR ANY REASON, INCLUDING A COMPUTER VIRUS OR OTHER MALICIOUS REPRODUX SOFTWARE) OR ANY OTHER TYPE OF DAMAGE OR LOSS, EVEN IF REPRODUX OR A PERSON ASSOCIATED WITH REPRODUX HAS BEEN INFORMED OR IS AWARE OF THE POSSIBILITY OF THE DAMAGE OR LOSS.

11) Miscellaneous

This EULA will be governed by the laws applicable in the Province of Ontario, Canada.

Headings used in this EULA are for convenience only and shall not be given any special meaning.

This EULA is the entire agreement of the Parties with respect to the subject matter set out herein.

You may not transfer this EULA to a third party except as part of an assignment or sale of Your entire business or essentially Your entire business relating to the use of the

REPRODUX Software. If You transfer this EULA to another party, You will give notice to REPRODUX.

REPRODUX may transfer this EULA at it discretion.

If any part or sub-part of this EULA is held to be invalid or unenforceable, then such part or sub-part shall be severed and the remaining parts and sub-parts shall remain in force.

The parties hereto confirm that it is their wish that this Agreement, as well as any other written documents related hereto, be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise seulement.

Questions : Contact us at the phone number or e-mail address provided at www.reprodux.com under the “Contact Us” heading”