

Integrated Marketing Systems - Master Service Agreement

This Master Services Agreement (“MSA”) governs all Services (as defined in Section 1 of this MSA) purchased by you (the “Customer”) from IMS (“IMS”), an affiliate of Dodge Data & Analytics, LLC (“DDA”). Customer and IMS are sometimes in this Agreement referred to individually as a “Party” and collectively as the “Parties.”

1. Products & Services IMS will use commercially reasonable efforts to furnish the reports, products, data, software, advertising, printing and/or other services selected by Customer (“Services”). The Services will be furnished by or on behalf of IMS and/or its licensors, vendors and suppliers (“Licensors”). Subject to the terms and conditions of this Agreement, IMS hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license for the term of this Agreement in the United States to permit Authorized Users to access and use (i) the object code version of the software and related documentation (“Software”) and/or (ii) the information, data, documents, plans, specifications and addenda (if any) included as part of the Services, solely for the internal business purposes of Customer. YOU shall be fully responsible for the actions of Authorized Users and for any breach of this Agreement by any Authorized User. The Customer shall not represent itself as any other party or otherwise provide any false or misleading information. No portion of the Services may be (i) sold, licensed or sub-licensed, or re-published without IMS’ prior written consent, which consent IMS may provide or withhold in its sole discretion; or (ii) used in any manner that competes with IMS and/or the Services. IMS reserves the right to monitor the use of the Services by Customer and Authorized Users in order to determine compliance with this Agreement. IMS may modify, add to or delete the Services or portions thereof, or change the media or the format of the Services, at any time in its sole discretion without liability to Customer, any Authorized Users and/or any other Person. To the extent commercially practicable, IMS will provide Customer with notice of any material change in the Services. Upon using Services after receipt of notice of any modification, addition or deletion, Customer shall be deemed to have accepted and agreed thereto, provided that if a modification, addition or deletion substantially and adversely affects the functionality of the Services for Customer, Customer may within seven (7) days after receipt of such notice terminate this Agreement.

2. Fees and Charges (a) Customer agrees to pay IMS’ fees for the Services, plus any applicable sales tax. IMS may increase or decrease the Fees at any time with prior notice, effective as of the next Renewal Term, if any. (b) If Customer elects to pay for the Services by credit card, Customer hereby authorizes IMS to charge Customer’s credit card for the amount of the Fees set forth in each invoice, plus applicable sales tax. IMS will send the Customer an acknowledgement of any charges to the Customer’s credit card account. (c) All Fees payable under this Agreement shall be non-refundable.

3. Term/Termination This Agreement shall become binding on Customer when Customer has returned a duly executed counterpart of this Agreement to IMS and its account has been determined to be in good credit standing by IMS. IMS reserves the right to withhold granting of credit and may require prepayment, in whole or in part, for any or all Services. Failure to pay Fees when due shall constitute a material breach of this Agreement by Customer. This Agreement will automatically renew for consecutive renewal terms unless a written termination notice is provided by either Party at least five (5) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable.

4. Ownership Rights As between IMS and Customer, all Services are proprietary to and owned exclusively by IMS and/or its Licensors and are protected by applicable laws, including copyright, trademark and trade secret laws. Neither Customer nor any Authorized User has any right, title, license

of other interest in, to or under any of the foregoing, other than the License. All rights not expressly granted to Customer in this Agreement are reserved exclusively to IMS and/or its Licensors. Customer shall take reasonable actions to protect the rights of IMS and its Licensors in the Services. For the avoidance of doubt, any reference in this Section 5 to the Services includes all Software, Data and other deliverables included therein.

5. Certain Representations, Warranties, Covenants and Agreements of Customer Customer hereby represents and warrants that (i) it is duly authorized to enter into and to perform its obligations under this Agreement; (ii) neither the execution, delivery nor performance of this Agreement by Customer does or will conflict with, violate, breach or cause a default under any agreement or commitment by which it is bound or any law, rule or regulation to which it is subject; and (iii) the use of the Services by Customer and Authorized Users does not and will not violate the intellectual property, privacy or other proprietary rights of any third Person. Customer hereby covenants and agrees that it and all of its Authorized Users will comply in all material respects with all federal, state, local and foreign laws, rules and regulations applicable to the performance of its obligations under this Agreement and its use of the Services and that neither it nor any Authorized User shall (i) modify, reverse engineer, decipher, disassemble or decompile the Services or any portion thereof; (ii) disable any licensing or control features of the Services or any portion thereof; (iii) remove or modify any trademark, service mark, logo, copyright or other proprietary notices relating to the Services or use any of the same except as part of its use of the Services in accordance with the terms and conditions of this Agreement; (iv) create derivative works that are based on any portion of the Services; (v) probe, scan or test the vulnerability of any IMS system or network or breach or otherwise compromise any of IMS' security or authentication measures; (vi) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by IMS to protect IMS services or information stored by IMS; (vii) access or search IMS services or the information stored by IMS through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the Software and search engines provided by IMS or web browsers generally available to the public; (viii) interfere with any other user's access to IMS services, whether by sending Harmful Code, overloading, flooding, spamming or mail-bombing, or otherwise; (ix) access the account or information of any other user of IMS services; or (x) reproduce, copy, sell, resell, assign, sublicense or otherwise commercially exploit any of the Services other than in connection with the internal use of the Services by Customer in the ordinary course of their respective businesses.

6. Disclaimer of Warranties IMS and its Licensors do not represent, warrant or guarantee that the Services will be error-free, complete or accurate or uninterrupted. ALL SERVICES ARE PROVIDED "AS IS," AND "WHEN AVAILABLE." IMS AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT OF ANY THIRD PERSON'S INTELLECTUAL PROPERTY, PRIVACY OR OTHER PROPRIETARY RIGHTS. NEITHER IMS NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE RESULTS TO BE OBTAINED BY USE OF THE SERVICES WILL BE USED OR USEFUL TO, OR MEET THE NEEDS OR EXPECTATIONS OF, CUSTOMER. Customer assumes all risks of selection and use of the Services, including that the Services will be compatible with or usable in connection with the hardware, software or systems of. IMS' sole obligation and Customer's sole remedy for defective Services shall be for IMS, at IMS' option, to re-perform the defective Services or to refund the amount paid by Customer for the

defective Services, provided that Customer and its Authorized Users and their agents are not in breach of this Agreement.

7. Limitation of Liabilities IN NO EVENT SHALL IMS OR ITS LICENSORS OR CUSTOMER BE LIABLE FOR MONETARY DAMAGES UNDER THIS AGREEMENT (REGARDLESS OF THE LEGAL THEORY) IN AN AMOUNT GREATER THAN THE FEES PAID OR PAYABLE BY CUSTOMER WITH RESPECT TO THE SERVICES PROVIDED BY IMS DURING THE THREE (3) MONTHS PRIOR TO THE DATE THAT THE CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN, PROVIDED THAT THIS SENTENCE SHALL NOT LIMIT THE OBLIGATION OF CUSTOMER TO PAY IN FULL, WHEN DUE, ALL FEES PAYABLE BY IT PURSUANT TO THIS AGREEMENT. NEITHER IMS NOR ITS LICENSORS NOR CUSTOMER WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST OPPORTUNITY COSTS) OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. No action, suit or other proceeding may be brought by or on behalf of IMS, Customer under this Agreement or otherwise more than one year after the cause of the action has accrued. The limitations on monetary liability and the exclusion of certain damages set forth above in this Section 8 shall not apply to a Party's indemnification obligations under Section 9. IMS and its Licensors, resellers and distributors shall have no responsibility or liability for errors or omissions in or the quality, accuracy or completeness of its Services.

9. Privacy Notice: Customer's contact information, maintained in a secure database, is used to help IMS process and service Customer's account. Customer's contact information is used by IMS to send Customer information about products or services that may be of interest to Customer. Please contact IMS' Privacy Official at 300 American Metro Blvd, Suite 185, Hamilton, NJ 08619-2371 or e-mail Construction.Privacy.Policy@construction.com to Opt-Out of sharing, to review your data, or to ask questions. You may also enter your request online at https://www.construction.com/privacy_opt-out/. For more information on the Dodge Data & Analytics Customer Privacy Policy, see <https://www.construction.com/privacy-notice.asp>.