

TERMS AND CONDITIONS OF SALE

For the purposes of this agreement as terms and conditions for the provision and sale of Goods and Services by Scottsdale or Affiliates (which includes Knudson Manufacturing, Inc. dba Scottsdale Construction Systems, Scottsdale Australia Pty Ltd and Scottsdale Supplies and Services Pty Ltd, Scottsdale Construction Systems Ltd.) hereinafter referred to as “we”/”us”/”our”.

These Terms and our Quote form the basis of our agreement with you (together “the Agreement”) and constitute our offer of Goods and Services to you and the entire agreement. Terms and conditions contained in any purchase order or other similar document which in any manner purport to alter, modify, change, suspend or add to any term or condition contained in this Agreement shall be deemed excluded from such purchase order and waived by you. Our performance hereunder is expressly conditioned upon Your acceptance of the terms and conditions of the Agreement.

1. Quote

- a. Our Quote may be made up of separate parts, which are to be taken as joined and to form one single instrument.
- b. The terms of payment for the provision of Goods and/or Services are specified in the Quote.
- c. You must notify us immediately if you disagree with anything contained in our Quote or if you think we have misunderstood your requirements.
- d. If there is any inconsistency between these Terms and our Quote, our Quote will prevail to the extent of that inconsistency.

2. Acceptance

You accept our offer to provide the Deliverables specified in the Quote by signing and returning the Quote or by making a payment of an amount specified in the Quote.

3. Term

- a. Initial Term





This Agreement commences on the Acceptance Date and continues for the Initial Term unless terminated in accordance with clause 13.2.

b. Continuation of Agreement

This Agreement will continue for each Rollover Period, unless terminated in accordance with clause 13.

4. Your General Obligations

a. Where we access your Site for the purposes of performing our obligations under this Agreement, you must:

- i. provide adequate and safe facilities;
- ii. ensure that our Personnel are appropriately inducted, trained and supervised in relation to:
 1. health safety and environment (HSE) risks associated with the performance of our obligations under this Agreement at your Site; and
 2. procedures required to manage the risks in sub clause 4(a)(ii)(1);
 3. immediately notify us of any incidents that occur in relation to our Personnel during the provision of the Services.
 - 4.

b. To enable Us to properly perform our obligations under this Agreement, you must promptly provide us with all reasonable:

- i. Information, assistance, data, resources, records, plans, materials or access; and
- ii. Personnel within your organization that we need to interact with in order to provide the Goods and Services, following our request.

c. You acknowledge that our Quote assumes that:

- i. you will not delay our provision of Goods to you following the Acceptance Date;



- ii. payments and progress payments toward Quote will be made timely;
- iii. the information you provide to us will be accurate, complete, not misleading or contradictory; and
- iv. you will comply with your obligations under this provision 4.

d. Insurance, Safety and Quality Control

i. Insurance

You shall, at all times, carry the following types of insurance with an insurance carrier who is known, respected and responsible and in amounts which are deemed appropriate coverages for risk of loss:

1. Workers' Compensation Insurance or other insurance which fully covers all persons involved in the fabrication work using the Licensed Software in accordance with all local and state and country laws where the fabrication work will be performed.
2. Employers' Liability insurance with minimum limits of not less than \$1,000,000 for any one accident, disaster or occurrence; and
3. Commercial comprehensive general liability insurance covering bodily injury (including death) and property damage with minimum limits of not less than \$1,000,000 for any one accident, disaster or occurrence.

ii. Safety and Quality Control

1. You shall use your best efforts to ensure the safety of your employees and all other persons who may be performing the fabrication of the panels and trusses or performing any work ancillary to or adjacent to such fabrication. As part of such efforts, You shall design and implement a quality control system and shall be solely responsible for the effectiveness of such program.
2. You shall be responsible for providing qualified supervision and necessary craftsmen to complete the fabrication of the panels and trusses. You warrant and represent that any fabrication or design of steel panels and trusses by You, and all work associated therewith shall be in conformity with all national, state and local laws, rules, regulations, ordinances and codes and shall be completed in a safe and workmanlike manner.



3. You agree to hold harmless and indemnify Us for any and all occurrences regardless of cause and result for any risk of loss to person or property.

5. Our general obligations

We must:

- a. provide the Deliverables in accordance with the Agreement and ensure that the Deliverables meet the Specifications;
- b. ensure that all Deliverables are of a high quality, professional standard and fit for their usual purpose;
- c. where relevant to our obligations under the Agreement, comply with your HSE and security policies which have been provided to us and apply to the Site;
- d. where access to your IT System is required to provide the Deliverables:
 - e. only access and use that part of your IT System reasonably required, and only for the purpose and to the extent necessary to perform our obligations under the Agreement; and
 - f. not tamper with, hinder the operation of or make unauthorized modifications to your IT System or maliciously or negligently introduce any Harmful Code;
 - g. comply with all Laws in performing our obligations under the Agreement and ensure that the Deliverables comply with all Laws when provided;
 - h. during the Term, make all Documentation including any revisions, replacements or additions to the Documentation available to you so that the Documentation includes the most current and up-to-date versions generally available to our customers;
 - i. provide you with the training (if any) specified in the Quote; and
 - j. maintain the Insurances detailed in the Quote on terms that are reasonably commercially available.
- k. Protect of your Customer Data. Scottsdale shall maintain administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Customer Data as required by law. Where Customer's use of the Services includes the processing of Personal Data subject to applicable data protection laws. Customer shall only provide to Scottsdale the minimum amount of personal data necessary to enable Customer to use the Services in accordance with this Agreement.



6. Price and payment

a. Fees

- i. As consideration for the Deliverables, you agree to pay us the Fees.
- ii. We will issue tax invoices to you in accordance with the payment terms specified in our Quote.
- iii. You must pay our tax invoices within 14 days of receipt (unless expressly stated otherwise in the Quote) without set-off, counterclaim, holding or deduction in the manner detailed within the tax invoice.

b. Deposit and Progress or Partial Payments

- i. We may require you to make payment of a Deposit or other Progress or Partial Payments of our Fees as specified in the Quote before we commence processing your request for the Deliverables.
- ii. The Deposit or other Progress or Partial Payments will be applied by us against any amount owing to us under this Agreement, following the issue of our invoice/s to you.
- iii. The Deposit or other Progress or Partial Payments will be non-refundable, except as required by law, on the basis that the Deposit is a genuine pre-estimate of the expense incurred by us in processing your order

c. Expenses

- i. Any costs and reasonable out-of-pocket expenses which are set out in the Quote or are otherwise necessary to provide the Deliverables (Expenses) must be paid or reimbursed by you. We will submit documentation as evidence where required by you to verify the Expense that has been incurred.

d. Disputed Tax Invoice

- i. If you dispute any part of a tax invoice you must pay the portion not in dispute and provide notice to us within 7 days of receiving the tax invoice of your reasons for dispute (Fee Dispute Notice).



ii. Within a reasonable time of receiving the Fee Dispute Notice, we will address your reasons for the dispute, to enable a prompt and amicable resolution. If the dispute cannot be resolved within 7 days of our response, then the dispute must be referred to the procedure contained in clause 12.

e. Variation

i. You agree that we may reasonably vary our Fees where any of the assumptions set out in sub clause 4(c), or any other assumptions detailed in the Quote prove to be incorrect.

f. Review

i. You agree that we may reasonably alter our Fees under this Agreement upon providing at least 30 days' notice to you (Review Notice). The new Fees will apply at the commencement of the next Rollover Period.

g. Late Payment

i. If you fail to make timely payments per the Agreement for Deposits or Progress or Partial Payments for P&E within the time required under this Agreement we may:

1. In the event on Non-payment, we will notify you immediately of the late payment status once it becomes overdue.

2. Failure to clear the Non-payment and bring the Deposit or Progress or Partial Payments up to the required amount will constitute default. In the event of Non-payment we will give notice of 7 days to cure.

3. Failure to Cure within the 7 day notice period will result in Cancellation of the order and we will retain the Deposit or Progress or Partial Payments as accepted as non-refundable on the basis the Deposit is a genuine pre-estimate of the expense incurred by us in processing your order.

4. Immediately exercise our rights under sub clause 8.d.xix;

5. Change or reprice the P&E to reflect any changes to the price list;

6. charge you an Admin Fee;

7. charge interest on the overdue amount at the Default Rate as from the first day that payment is overdue to the date we receive payment in full of all overdue amounts;



8. charge storage fees for the equipment;
9. in the event of late payment on the final payments prior to shipping or payment for shipping and other charges
 - a. The warranty period starts at the notification of machine completion and ready for shipment or the date indicated as estimated completion in the Quote, whichever is later; and
 - b. We may charge storages fees for our storage of your equipment if not arranged for shipping immediately upon release
10. charge you for all costs and expenses incurred by us in recovering any outstanding Fees or charges, including legal fees (on a solicitor and own client basis) and court costs, which you must pay upon demand.
 - ii. If you fail to make the Payments on other Goods and Services within the time required,
 1. exercise our rights under sub clause 8.d.xix;
 2. charge you an Admin Fee;
 3. charge interest on the overdue amount at the Default Rate as from the first day that payment is overdue to the date we receive payment in full of all overdue amounts; and
 4. charge you for all costs and expenses incurred by us in recovering any outstanding Fees or charges, including legal fees (on a solicitor and own client basis) and court costs, which you must pay upon demand.
- h. Taxes and GST
 - i. Unless otherwise expressly stated, all amounts under this Agreement are exclusive of taxes or GST. If taxes or GST are imposed on any supply made under or in accordance with this Agreement and taxes or GST has not been accounted for in determining the consideration payable for the supply, then we may recover from you an amount on account of taxes or GST.
 - i. Duty or other import fees
 - i. All amounts under this Agreement are exclusive of duty or other import fees. All duty and import fees are the responsibility of you to satisfy your local import of this Agreement.



j. Final Delivery

i. All amounts under this Agreement which include freight is assumed to be the closest port or airport which is available for shipping. Any transportation, fees (including duty or other import fees), or other expenses will be the responsibility of you.

7. Delivery and production schedule

a. Upon payment of any Deposit or part-payments required in accordance with clause 6.1, we will advance any Goods ordered in our production queue.

b. Subject to sub-clause (a), we will use reasonable commercial endeavors to:

i. meet Delivery Dates specified in the Quote or as otherwise agreed in writing;

ii. minimize and mitigate against delays; and

iii. promptly notify you if we believe we will not be able to meet any Delivery Dates and provide you with revised Delivery Dates;

8. Our specific obligations

a. Plant and equipment

i. The following apply to our supply of any P&E under the Agreement:

1. if specified in the Quote, we must install the P&E at the Site in accordance with the requirements set out in the Quote;

2. all items of P&E must be new, unused and of recent origin unless otherwise specified in the Quote;

3. risk in the P&E will transfer to you when delivered to the Site in accordance with the Quote based on delivery method and the delivery instructions;

4. unless specified otherwise in the Quote, title in the P&E will transfer to you upon our receipt of full payment of the applicable Price;

5. we must provide the ancillary services (if any) in connection with the P&E as specified in the Quote;

6. we warrant that the P&E:

a. will, during the Warranty Period, comply with and perform in accordance with the Specifications;



- b. may be used in accordance with the Documentation without HSE risks; and
 - c. will not be subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract;
7. subject to clause 8.a.i.8, during the Warranty Period we must, at no cost to you:
- a. remedy all Defects in the P&E either by repair, replacement or modification; and
 - b. take all reasonable measures (including providing a Workaround) to enable you to continue to productively use the P&E while remedying Defects;
8. we are not required to remedy any Defect in the P&E during the Warranty Period to the extent the Defect arises as a result of:
- a. your failure to comply with your obligations under the Agreement;
 - b. modifications to the P&E that were effected or attempted by a person other than us, our Personnel or a person authorized by us;
 - c. damage caused by operation of the P&E other than in accordance with the Documentation and the Agreement including provisions for Preventative Maintenance; or
 - d. damage caused by use of consumables or parts with the P&E which are not authorized by us; or
 - e. damage caused by materials or insufficient specification on the materials used; and
 - f. if you request we remedy a Defect during the Warranty Period, that we reasonably determine has arisen as a result of circumstances set out in clause 8.a.8, we are entitled to charge you for the costs and expenses (at our then current commercial rates) that arise out of or in connection with identifying and attempting to remedy that Defect.

b. Maintenance Services

- i. The following apply to the supply of any Maintenance Services under the Agreement:
 - 1. we must provide the Maintenance Services for the period specified in the Quote;
 - 2. we must provide the general support specified in the Quote during the hours of support specified in the Quote;



3. we must provide preventative maintenance services to the Supported P&E on a scheduled basis as set out in the Quote;
4. after being notified of a Defect or possible Defect in the Supported P&E, we must provide remedial maintenance services as set out in the Quote.
5. where we replace parts of the Supported P&E:
 - a. the replacement parts will be new unless otherwise agreed; and
 - b. title and risk in the replacement parts will transfer to you upon your payment of those parts unless otherwise agreed;
6. we warrant that the Maintenance Services will be performed:
 - a. using appropriate materials of high quality; and
 - b. to a standard that ensures continuity of performance of the Supported P&E in a reasonable time and manner; and
 - c. we are not required to provide the Maintenance Services to the extent that a Defect or failure arises as a result of the circumstances set out in clause 8.a.8.
- c. Certification Services

The following apply to our performance of any Certification Services under the Agreement:

- i. the Deliverables relating to our Certification Services will be strictly prepared based on the information including location of the building and wind or seismic classification, designs, plans and any other relevant information provided or made available to us in connection with the Project;
- ii. where a design of the Project fails to achieve certification, we will specify the failure and provide sufficient reasoning to enable you to update the designs in order to rectify the failure;
- iii. unless otherwise specified in the Quote, our Certification Services include a single assessment of a design or designs relating to the Project. Reassessment of any design entails a re-delivery of the Certification Services and additional Fees for our redelivery of the Certification Services, or a part of the Certification Services will be charged;
- iv. our Certification Services will only be provided in relation to steel frame and steel truss designs, the Certification Services do not include:
- v. a certification of the frame or trusses once constructed; or



vi. rectification or alteration of the frame or truss designs where the designs fail to comply with the certification requirements.

d. Licensed Software

The following apply to the supply of any Licensed Software under the Agreement:

i. subject to clause 8.d.iv, we grant you a non-exclusive license to:

1. install and use the Licensed Software for internal business functions and activities, or such other purposes specified in the Quote, and otherwise in accordance with the terms of the Class of License; and

2. provide a sublicense on the same terms as those contained in this clause 8.d to any approved sublicensee listed in the Quote;

ii. the license period for the Licensed Software is the Term;

iii. you agree not to:

1. subject to 8.d.i.2, distribute, sublicense or otherwise transfer all or any part of the Licensed Software to any other person; and

2. either directly or indirectly, modify, attempt to decompile, cross compile, disassemble, reverse engineer, or use any other means to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Licensed Software subject to any right under Copyright Act, Copyright Laws any other laws with regard to ownership and authorship of Software;

iv. you must comply with any additional license conditions and restrictions on use of the Licensed Software specified in the Quote;

v. we must supply you with the number of copies of the Licensed Software as specified in the Quote;

vi. we must if specified in the Quote, install the Licensed Software within your IT System;

vii. during the Term:

1. we must make available any Updates and New Releases to you when we make them generally available to other customers;



2. as a consequence of 8.d.vii.1, we may need to make reasonable amendments to the provisions of this Agreement. We reserve the right to unilaterally make such changes provided they do not adversely affect your rights and obligations under this Agreement. You acknowledge and agree that any change made pursuant to this subclause will apply immediately upon notice of the variation being provided to you.

viii. if you do not install the Update or New Release:

1. you acknowledge and agree that subsequent Updates or New Releases may not operate with the Licensed Software; and

2. we are not responsible for any Defect in the Licensed Software, nor any incident or outage, which would not have occurred had the latest version of the Licensed Software been used;

ix. We must provide software training (if any) in connection with the Licensed Software as specified in the Quote.

x. We will use our best endeavors to provide general software support to you within 1 Business Day of a request being made. General software support provided under this Agreement does not include any dealings with or responding to issues related to your IT System or your use of the Software outside the Documentation.

xi. You may at any time request that we provide additional software support and training services (Additional Support Services). The Fees for Additional Support Services will be set out by us upon receipt of a written request from you.

xii. We are not obliged to provide Additional Support Services.

xiii. We warrant that the Licensed Software will:

1. during the Term, comply with and perform in accordance with the Specifications;

2. during the Term, be compatible and interoperate with, and will not detrimentally affect the operation or performance of, your IT System when used in accordance with the Documentation; and

3. when delivered to you, be free from any Harmful Code;

xiv. the Licensed Software is provided on an as is basis without any representation, warranty or guarantee as to quality, condition or fitness for purpose and we do not warrant that the Licensed Software will be free of defect, uninterrupted, accurate, complete, current, stable, bug free, error free or available at any time in respect of its operation;

xv. Subject to clauses 8.d.xvi and 8.d.xvii, during the Term we must, at no cost to you:



1. remedy all Defects in the Licensed Software either by repair or modification; and
2. take all reasonable measures (including providing a Workaround) to enable you to continue to productively use the Licensed Software while remedying Defects;

xvi. we are not required to remedy any Defect in the Licensed Software to the extent the Defect arises as a result of:

1. your failure to comply with your obligations under the Agreement;
2. any failure of your Inputs to comply with the Documentation;
3. modifications to the Licensed Software that were affected or attempted by a person other than us, our Personnel or a person authorized by us; or
4. damage caused by use of the Licensed Software other than in accordance with the Documentation and the Agreement.

xvii. where we, acting reasonably, determine that a Defect arises as a result of circumstances set out in clause 8.d.xvi, then if you request that we remedy the Defect, we will be entitled to charge you for the costs and expenses (at our then current commercial rates) that arise out of or in connection with identifying and attempting to remedy that Defect;

xviii. you acknowledge that you have no right, title or interest in the Licensed Software except as set out in clause 8.d.i; and

xix. you acknowledge that in addition to any other rights or remedies we may have, we may suspend the functionality of the Licensed Software at any time and without any liability to you where you or any of your Personnel are in breach a provision of this Agreement.

xx. Beta Services. From time to time, Scottsdale may invite You and Your Authorized Users to participate in a program regarding certain pre-release or beta services (collectively, "Beta Services"). You may accept or decline to participate in any Beta Services. Any services designated by Scottsdale as Beta Services (e.g., "beta," "pilot," "limited release," "developer preview," "non-production evaluation," or other similar designation) are solely for Customer's evaluation purposes. If You opt into a Beta Service, You agree to participate in usage and other testing and provide feedback) about such Beta Service, as reasonably requested by Scottsdale. Beta Services are not considered Services under this Agreement, are not supported, and may be subject to additional program terms. Unless otherwise stated, any Beta Service evaluation period will expire upon the earlier of one (1) year from the evaluation start date and the date of such Beta Service's commercial release, unless such Beta Service is earlier discontinued by Scottsdale. Scottsdale may discontinue any Beta Service at any time and may never make such Beta Service generally available. Beta Services are provided "as is," without



express or implied warranty, and without indemnity. Scottsdale and its Affiliates will have no liability for, and You hereby fully and irrevocably releases Scottsdale and its Affiliates from, any liability or damage arising out of or in connection with any Beta Service.

9. Software Licensing Rules

a. ScotSteel and its incorporated programs of ScotLayout, ScotEngineering, ScotSim and also relate to ScotRF and its incorporated Programs.

i. Scottsdale provides a fee-free 12-month unlimited license (Gold) upon the purchase of a new system beginning July 2024. Each license is attributable to each specific system.

ii. Renewal period begins after the first 12-months of operation on a new system or at the subsequent renewal date of an existing system purchased prior to July 2024.

1. There are three types of licenses available in the subsequent renewal period:

a. Metered (Green)

i. Green licenses may be purchased in any amount except that a 5,000-meter minimum per order applies.

b. Unlimited (Gold)

i. Gold licenses must be paid in advance annually.

ii. Any customer previously on a quarterly payment plan may elect to switch to either Green or Platinum plan, or renew the Gold Card Annually no later than March 31, 2025.

c. Perpetual (Platinum)

2. Customers may choose to switch from one type of license to another as they wish upon expiration of the current license, be it either Green usage credits or the annual Gold unlimited license. If the customers let the license lapse, they have the following options during the lapse period:

a. Obtain a Platinum license and pay no reinstatement charge,



b. Obtain a Gold license retroactively renewed beginning with the date of the preceding license expiration with no reinstatement charge,

c. Obtain a Gold licenses with the active date as of the date of the renewal with the account reinstatement charge of \$600USD.

iii. The current pricing sheets outline the license costs in the subsequent renewal period and all renewals are subject to the then current pricing unless specifically agreed in writing.

iv. Licenses are delivered either as physical cards (physical license) through regular mail or are delivered and administered electronically (virtual license). User guidelines and the support desk provide the pertinent instructions as to the sign-up, log-in, and license code entry.

v. Customers are strongly encouraged to opt for the virtual licenses to minimize disruptions due to delays in delivery and processing time.

vi. All licenses are payable by ACH transfer or using credit card.

vii. Support services will be offered under these circumstances

1. Metered (Green)

a. Customers opting for Green license shall receive support on demand provided either of the following applies:

i. The customer has placed at least one Green license order in the last 6-month period preceding the support ticket inquiry,

ii. The customer currently maintains a minimum 10,000-meter Green license balance.

b. If the conditions of 20.a.vii.1.a are not met, we reserve the right to refuse support services hereunder.

2. Unlimited (Gold)

a. receive unlimited support provided they are current on their license payments.



3. Perpetual (Platinum)

- a. receive unlimited support

viii. All license credits are non-refundable and non-transferable, to either another machine or another customer by virtue of machine ownership transfer. Change of company ownership transfer may occur with licenses or license credits transferring in concert therewith, provided the following applies:

1. 75% of licensed users attributable to a system remain active for at least 12 months following the transfer of company ownership.

2. Company ownership transfer is communicated in writing to Scottsdale no later than the day of the ownership transfer.

ix. Machines transferred by you internally to your company to the region outside the one in which they are originally licensed, regardless of the continuity of ownership, in will be subject to the license renewal fee adjustment. Currently, two global regions exists for which either the Australian or US pricing list applies. Exceptions may be granted, at the sole discretion of Scottsdale, in cases where the machines are temporarily relocated for periods of 24 months or less due to active projects or customer hardship.

x. Machines transferred to another party whether by sale, gift, or other such acquisition will be subject to Scottsdale Machine Transfer Policy

1. The purchasing company is required to agree to Scottsdale Standard Terms and Conditions before software is supplied and before they are added to the Knowledge Base system for support.

2. The new Scottsdale customer and owner of this machine must complete the New Customer Form and agree to the Terms and Conditions and pay the applicable fees as per below.

a. Then applicable transfer price per machine.

b. Then applicable transfer price per customer (irrelevant of the number of machines being purchased)

c. Fees will be waived on transfers to one group of five (5) machines or more with activation of Unlimited (Gold) on all transferred machines for two years.



3. New customer will be required to activate Unlimited (Gold) licenses on all machines transferred

xi. Unlimited (Gold) and Metered (Green) license fees are charged in accordance with the current pricing sheets. License fees may not be negotiated on a customer-by-customer basis. Platinum cards are spot-priced in perpetuity. Any such quotes remain valid for the duration of the quote, not to exceed 31 days. The license so sold remains valid for the life of ownership of the system by a single customer and will not transfer ownership.

xii. License pricing during the renewal period is based on multi-machine discount, and any machine taken off line (inactive license) or another machine added to the same customer requires per machine license re-pricing for the next renewal period (e.g., customer operating 3 machines and receiving a 3-machine license discount that inactivates one of the machines during the license period will pay a license fee based on 2 machines during the next renewal period, regardless of whether they still own the third system or not). If a customer acquires an additional system during the active license period of other systems, the customer will receive a multi-machine discount for the newly acquired system based on the total number of active systems, but the existing systems will be re-priced and discounted during the subsequent renewal period, provided they all still remain active.

xiii. These guidelines are subject to periodic review and changes. These guidelines may not be shared externally, but they must be used to answer your questions regarding the pricing and management of licenses.

b. ScotStruct and other available programs which will be made available from time to time will have separate licensing rules to be defined.

c. Third Party Software

i. Scottsdale may distribute Third Party Software as a portion of the Agreement. In all cases, all Third Party Software is resold and distributed by Scottsdale and is subject to the then current Third Party Software groups Terms and Conditions of use and sale.

ii. Scottsdale neither warrants or supports the Third Party Software. All support will come directly from Third Party Software Provider

10. Intellectual Property Rights

a. IPR's generally unless otherwise specified in the Quote:



- i. each party retains all right, title and interest in and to its pre-existing IPR's;
 - ii. you grant us a license to use your pre-existing IPR's strictly for the purposes of providing the Deliverables;
 - iii. we own all IPR's in the Deliverables including the Licensed Software;
 - iv. all IPR's in any adaptation, translation or derivative of the Licensed Software including Updates and New Releases vest in us upon creation or must otherwise be assigned to us immediately following creation;
 - v. you own all IPR's in the Software Outputs;
 - vi. subject to the provisions of this Agreement, we grant you a license to use and exploit the IPRs in the Deliverables supplied to you strictly for the purposes for which they were provided;
 - vii. nothing in the Agreement prohibits us from using our IPR's to provide Goods and Services to third parties, even if they are the same or substantially the same as those provided to you; and
 - viii. You agree that you must not copy, reproduce, sublicense nor deploy or commercialize the IPR's in the Deliverables in any manner that is outside the purposes for which they were provided nor allow any other person to do so.
- b. **Ownership; Reservation of Rights.** All Scottsdale Intellectual Property Rights, including Intellectual Property Rights in the Services, Beta Services, Documentation, Statistical Usage Data, and Scottsdale's Confidential Information, are and will remain owned exclusively by Scottsdale and its Affiliates, as applicable. Ownership in all Updates, derivatives, modifications, new functionalities, enhancements, and customization related to the Services created by or on behalf of Scottsdale, as well as recommendations, suggestions, proposals, ideas, improvements, or other feedback, will immediately vest in Scottsdale upon creation or communication to Scottsdale, as applicable. Unless otherwise specified in an applicable Statement Of Work specifically for custom software, all deliverables provided in the performance of Professional Services are owned by Scottsdale and can or will be made available as part of the Subscription Services provided under this Agreement. Nothing in this Agreement will preclude or limit Scottsdale from using or exploiting any concepts, ideas, techniques, or know-how of or related to the Services. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services or other Scottsdale Intellectual Property Rights are granted to You, and all such rights are expressly reserved to Scottsdale and its Affiliates.
- c. **Your Data.** Your Data and Your Confidential Information are and will remain owned exclusively by You or Your Authorized Users, as applicable. You hereby grants Scottsdale, its Affiliates, and its sub processors a worldwide right and license to access, host, display, process, analyze, transmit, reproduce, and otherwise utilize Your Data



(subject to Sections 5.k and 11) for the purposes of providing and improving the Services in accordance with this Agreement.

d. Statistical Usage Data. Scottsdale and its Affiliates may collect, use, and otherwise process Statistical Usage Data for our own analysis, analytics, marketing, and other internal business purposes, including, without limitation, sharing with sub processors for the purpose of improving Scottsdale's products and services. Except where You have expressly provided its written consent, Scottsdale will otherwise only disclose Statistical Usage Data if such data is (a) aggregated or anonymized; and (b) does not disclose the identity of You, specific Project or Your Authorized Users or any of Your Confidential Information.

e. Third Party Material

i. You must ensure that we are permitted to use any Third-Party Material that you provide to us for the purposes of us fulfilling our obligations under this Agreement.

ii. If a Deliverable incorporates any Third Party Material that you did not provide to us, we must (or procure the applicable third party) grant to you a non-exclusive license to exercise all IPR's in such Third Party Material for the purposes of receiving the intended benefit of the Deliverables as set out in the Agreement.

11. Confidentiality and Non-Disclosure

a. Recipient must keep Confidential Information confidential

i. Each party must:

1. keep confidential all Confidential Information;

2. only use Confidential Information for the purpose of providing or receiving (as the case may be) the Goods and Services; and

3. procure that its employees and contractors comply with sub-clauses (1) and (2).

ii. Disclosure exceptions

The confidentiality and non-disclosure provisions of 11.a.i do not apply to these conditions:

1. to the extent necessary to enable a party to make any disclosure required by Law;

2. to the extent necessary to enable a party to perform its obligations under this Agreement;



3. provided a third party receiving the Confidential Information has obligations of confidentiality equivalent to those contained in this clause 11 and only in circumstances where:

- a. disclosure is required for any quality assurance or insurance purposes; or
- b. necessary to receive professional (legal or financial) advice; or
- c. to any disclosure agreed in writing between the parties.

12. Non-solicitation

a. Neither party may, without the prior written consent of the other party, during and for 12 months after the expiry or termination of the Agreement, directly or indirectly engage, employ, solicit or otherwise retain any person who is an employee of or engaged by the other party and who is or was engaged in the performance of the Agreement.

b. Clause 12.a does not prevent either party from employing or engaging a person who responds to a genuine advertisement placed by or on behalf of that party in good faith.

c. The parties agree that the restrictions in this clause 12 are necessary to protect the legitimate business interests of each party.

13. Disputes

a. If a dispute (Dispute) arises between the parties to this Agreement which they cannot resolve, then the party claiming that a Dispute has arisen must deliver to the other party a notice containing particulars of the Dispute (Dispute Notice).

b. During the period of 10 Business Days after delivery of the Dispute Notice, or any longer period agreed in writing by the parties to the Dispute (Initial Period), the parties must meet in good faith in an attempt to resolve the Dispute.

c. If the parties cannot resolve the Dispute within the Initial Period, then unless they all agree otherwise, they must appoint a mediator to mediate the Dispute in accordance with the rules of the Resolution Institute. The parties must participate in the mediation in good faith.

d. The mediator must be agreed on by the parties within 10 Business Days after the Dispute Notice is given to them, and if they cannot agree, the mediator will be nominated by the Resolution Institute.

e. The mediation concludes when:



- i. all the parties agree in writing on a resolution of the Dispute; or
- ii. a party, not earlier than 20 Business Days after appointment of the mediator, has given 5 Business Days' notice to the other parties and to the mediator, terminating the mediation, and that 5 Business Days has expired without all the parties agreeing in writing on a resolution of the issue.

14. Termination

a. Termination without cause

i. Either party may terminate this Agreement from the end of the Initial Term or any Rollover Period, upon providing at least 30 days' notice to the other party before the end of the current period.

b. Termination for breach

i. If you fail to make a payment of Fees relating to Quote including Deposits and Progress Payments per the terms of the Quote.

ii. If you fail to make payment of our Fees relating to the Rollover Period, prior to the commencement of the Rollover Period, we may terminate this Agreement immediately without providing notice to you. Notice is considered by non-payment of the Fees.

iii. If either party breaches any provision of this Agreement and such a breach is capable of rectification, the other party must give the defaulting party written notice requesting that the breach be rectified within 10 Business Days (Breach Notice).

iv. If a breach has not been rectified within 30 Days of the giving of a Breach Notice, the party giving the Breach Notice may terminate this Agreement immediately by notice in writing to the other.

v. If any party breaches a material term and the breach is not capable of rectification, the other party may terminate this Agreement immediately by notice in writing to the party in breach.

c. Consequences of termination

i. Following termination, you must:



1. promptly pay all outstanding Fees and all Expenses that have been incurred by us to date, unless the Fees or Expenses are that subject to dispute under clause 6.d in which case they must be paid upon resolution of the dispute; and
 2. return or delete all of our Confidential Information that has been provided to you or accessed by you under or in connection with the Agreement.
 3. You will forfeit any and all deposits and progress payments made towards P&E per clause 6.g.
- ii. Following termination, we must:
1. refund you the balance of any money that you have paid in advance, once we have set-off all of our outstanding Fees and Expenses including non-refundable deposits on P&E; and
 2. return or delete all your Confidential Information that has been provided to us accessed by us under or in connection with this Agreement except for one copy where required for quality assurance or insurance purposes.

15. Disclaimers and liability

a. Disclaimer

You acknowledge and agree that:

- i. you are solely responsible for ensuring the Project as constructed conforms with the plans, obtains an as built engineering certification and is constructed in compliance with all applicable Laws;
- ii. that all Software Outputs are dependent upon your inputs;
- iii. you are solely responsible for ensuring your Inputs in:
 1. the Licensed Software; and
 2. Software Outputs are accurate and conform to the relevant requirements of the Project.
- iv. that you and your Personnel are responsible for ensuring that all Software Outputs will enable the Project to comply with all applicable Laws;



v. the Licensed Software is not a substitute for professional judgement or independent enquiry, analysis, review, testing, calculations or other activities a skilled professional would be expected to make in the circumstances; and

vi. to the extent permitted by Law, we disclaim any and all liability and you fully release us from any Claims made in connection with:

1. all Software Outputs, where issues relate to the Software Outputs failing to conform with the requirements of the Project or otherwise violate any Laws; and

2. the Project failing to:

a. conform with the plans;

b. obtain an as built engineering certification; and

c. be constructed in compliance with all applicable Laws.

b. Liability

i. Neither party will be liable to the other whether in contract, tort (including negligence) or otherwise in connection with the Agreement (including under an indemnity) for Loss, to the extent that the other party (4) the payment of the cost of having the (or the other party's Personnel) contributed to the Goods repaired; and Loss.

ii. where we have supplied Services, Subject to clause 15.b.iii, to the extent permitted by supplying the Services again; or Law, neither party will be liable to the other party for any Consequential Loss suffered or incurred by the payment of the cost of having the other party whether in contract, equity, tort (including Services supplied again. negligence) or otherwise in connection with the Agreement (including under an indemnity) even where the other party were appraised of the likelihood of such Loss occurring.

iii. Subject to clause 15.b.iii, to the extent permitted by Law, our maximum liability to you, whether in contract, equity, tort (including negligence) or otherwise in connection with the Agreement (including under an indemnity), is limited to the greater of:

1. the amount paid out under any of the Insurances (less any excess); and

2. the aggregate of our Fees that arose during the Initial Term.

iv. The exclusions and limitations of liability in clauses 15.b.ii and 15.b.iii do not apply to liability in relation to:

1. personal injury, including death;

2. loss of, or damage to, tangible property; or



3. an infringement of a third party's IPR's or Moral Rights;
 4. any fraudulent act or omission of ours or of our Personnel; or
 5. any breach by us or our Personnel of any of our confidentiality obligations under clause 11.
- v. A party who suffers Loss must use reasonable steps to mitigate its Loss. The other party will not be responsible for any Loss to the extent that the injured party could have avoided or reduced the amount of the Loss by taking reasonable steps to mitigate its Loss.

To the extent that we fail to comply with any applicable guarantee under Consumer Law in respect of the Goods and Services that are not of a kind that are ordinarily acquired for personal, domestic or household use or consumption then, to the extent permitted by Law, our liability for failure to comply with any such guarantee is limited to one or more of the following, at our election:

1. where we have supplied Goods:
 - a. the replacement of the Goods or the supply of equivalent goods;
 - b. the repair of the Goods;
 - c. the payment of the cost of replacing the Goods or of acquiring equivalent goods.

16. Indemnity

- a. Your indemnity

You agree to indemnify us and to keep us indemnified against any Loss that may be suffered by us arising from or in connection with (directly or indirectly): any breach or default by you or your Personnel of this Agreement (including any breach of warranty); a negligent act or omission by you or your Personnel; and your failure or the failure of your Personnel to comply with any Law. To the fullest extent allowed by law, You shall indemnify and hold harmless us, our agents, employees and contractors from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees and expenses), in any manner arising out of, related to, or resulting from the performance of a party's obligations under this Agreement or Your use of the Licensed Software or other participation in the Agreement provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of You, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may



be liable, including but not limited to any negligent, grossly negligent or willful acts or omissions; provided, however, You shall not be responsible for any claim, damage, loss or expense arising out of the gross negligence of Us or caused by the sole negligence of Us. You covenant not to settle any matter under this indemnity without Our written consent.

b. Our Indemnity

Subject to sub clause i, we will indemnify you with respect to any damages awarded against you in connection with a Claim made by a third party that that Deliverables infringe the IPR's of that third party.

i. We will not be liable to you under sub clause 16.b if:

1. you do not notify us of the other person's Claim within 10 Business Days after becoming aware of it;
2. our ability to defend the Claim has been prejudiced by your non-compliance with any of your obligations under this Agreement;
3. you do not give us reasonable assistance (based on the circumstances) in defending the Claim; or
4. you do not permit us to have control of the defense of the Claim and all related settlement negotiations.

Subject to sub clause (b), we will indemnify you with respect to any damages awarded against you in connection with a Claim made by a third party that that Deliverables infringe the IPR's of that third party.

17. Assignment

Subject to clause 17.b, a party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.



You agree that if we merge or amalgamate with another company, business or otherwise sell or dispose of our business, we may:

- a. transfer your matter, including all materials, personal information, confidential information, and ideas supplied by you, to that other person, provided they agree to be bound on terms equivalent to those contained in this Agreement; and
- b. assign, novate or otherwise transfer any of our rights or obligations under this Agreement.

18. Notices

Any notice given under or in connection with this Agreement:

- a. must be in legible writing and in English;
- b. must be addressed to a party's contact address as shown on the Quote or as otherwise notified by a party to the other party from time to time;
- c. must be:
 - i. delivered to that party's address;
 - ii. sent by pre-paid mail to that party's address;
 - iii. sent by email to that party's email address; and
- d. will be deemed to be received by the addressee:
 - i. if delivered by hand, at the time of delivery;
 - ii. if sent by post, on the third business day after the day on which it is posted, the first business day being the day of posting;
 - iii. If sent by email, at the time of receipt under the Uniform Electronic Transactions Act.

19. General

The parties agree that:



- a. they will act reasonably in exercising all of their rights under the Agreement;
- b. each party may nominate one or more employee(s) as its nominated representative(s) in the Quote (Authorized Representative). Any direction, consent or approval given by any person other than a party's Authorized Representative will not bind the party unless the direction is confirmed in writing by that party's Authorized Representative. A party may notify the other party of any replacement of its Authorized Representative from time-to-time;
- c. they will direct all enquiries relating to the Agreement to the other party's Authorized Representative, or to another person if the other party directs;
- d. they will send all notices relating to the Agreement to the other party's Authorized Representative (or as updated under clause 19.b);
- e. subject to 8.d.vii.2, the Agreement may only be varied by a written agreement between the parties signed by Authorized Representatives of the parties;
- f. the Agreement sets out all the parties rights and obligations relating to the subject matter of the Agreement, and it replaces all earlier representations, statements, agreements and understandings except as stated otherwise in the Agreement;
- g. clauses and rights in the Agreement can only be waived in writing signed by the waiving party. Failure or delay of a party in exercising a right under the Agreement does not waive the party's rights. A waiver will only waive the particular rights in the particular circumstances and will not waive any other rights, or the same rights in other circumstances;
- h. their relationship is of principal and contractor. The Agreement does not create any partnership, joint venture or employment relationship. Each party must not represent itself or allow anyone else to represent that the other party is a partner, joint venturer, officer or employee of that party;
- i. that the Sale of Goods Vienna Convention Act does not apply, to the extent that the parties are permitted by Law to exclude it;
- j. clauses, 10, 11, 12, 14.c, 15, 16, 18, 20 any other clause in the Agreement which is expressed to survive or by its nature survives, will survive termination or expiry of the Agreement;
- k. each party will bear its own costs in relation to the preparation, negotiation and execution of the Agreement and any variations;
- l. the Agreement is governed by and is to be construed in accordance with the Laws applicable in the United States and the state of Colorado. Each party submits to the jurisdiction of the courts of the United States and the state of Colorado.



20. Definitions and Interpretation

a. Definitions

Acceptance Date means the date you accept this Agreement in accordance with clause 1.

Admin Fee means a fee payable by you as a consequence of a late payment which is calculated based on the reasonable costs incurred by us relating to recovery.

Agreement has the meaning given in the introductory paragraphs of these Terms.

Authorized Representative has the meaning given in clause 18.b.

Business Day means any day other than a Saturday, Sunday, or public holiday at the place where an act is to occur or be performed.

Certification Services mean the engineering certification services we provide in respect of steel frame and steel truss designs as set out in the Quote.

Claim means any claim, action, proceeding, demand or investigation of any kind, and includes the allegation of a claim.

Class of License means the specific rights we grant you to use the Licensed Software, which may be connected with a Smartcard, Online license, or software license, as specified in the Quote.



Confidential Information means all information disclosed by or on behalf of a party (Discloser) to the other party (Recipient) in connection with the Agreement or created using that information, which is confidential in nature and designated as confidential, or which a reasonable person receiving the information would realize is sensitive or confidential, and all information to the extent it is derived from that information. Confidential Information does not include any information which:

1. is or becomes public, except through breach of a confidentiality obligation;
2. the Recipient can demonstrate was already in its possession or was independently developed by the Recipient; or
3. the Recipient receives from another person on a nonconfidential basis, except through breach of a confidentiality obligation.

Consequential Loss means:

1. indirect or consequential loss not arising as a natural consequence of a breach or other event giving rise to liability of a party;
2. any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity; or
3. loss of data, other than loss of data arising out of any obligation of the Supplier under the Agreement with respect to:
 - a. the hosting, storage, migration, conversion cleansing or back-up of data for the Customer in providing Goods or Services; or
 - b. Harmful Code.

Copyright means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the Copyright Act or Copyright Laws of the country, and rights of a similar nature anywhere in the world, whether existing before or after the date of Agreement.

Default rate means applicable to charge interest rate on amount defaulted. Unless otherwise specified, default rate what bee applied at an 8% interest rate on amounts owed and owing.



Defect means a failure of a Deliverable to comply with the Specifications.

Deliverables mean the finalized work product to be provided to you in connection with the Goods and Services as described in the Quote.

Delivery Date means any date and time for delivery of a Deliverable as stated in the Quote.

Deposit means an amount to be paid at the time and in the amount outlined in our Quote.

Discloser has the meaning given in the definition of Confidential Information.

Documentation means any training manuals, user manuals, operating manuals, technical manuals or other documentation relating to the operation or functions of any of the Deliverables.

Fee means the price or prices described in the Quote.

Goods mean any products we will provide, as set out in the Quote.

General Sales Tax or GST has the meaning given that term which applies to the taxation of general sales and applies to both origin of the Goods and delivery location of the goods and includes an amount payable under or in accordance with your jurisdiction or equivalent legislation.



General Sales Tax Law has the meaning given to that term which applies to the taxation of general sales and applies to both origin of the Goods and delivery location of the goods. You are responsible for all General Sales tax as applicable in your jurisdiction for Goods and Services.

Harmful Code means any computer program or virus or other code that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorized access to or disclosure, destruction or corruption of information or data.

Health, Safety, and Environment or HSE has the meaning given in sub clause 4.a.ii.1

Initial Term means the period of time set out in the Quote.

Inputs means the information, numbers or any other form of data that is entered into the Licensed Software.

IT System means your physical and computing environment including your networks.

Intellectual Property Rights or IPR's includes all copyright, trademark, design, patents, semiconductor or circuit layout rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after the date of the Agreement but excludes Moral Rights.

Laws means all:

1. Acts, ordinances, codes, standards, regulations, bylaws, orders, awards and proclamations in force from time to time in the United States and any other relevant jurisdiction;
2. certificates, licenses, consents, permits, approvals, and requirements of organizations having jurisdiction in connection with the provision of the Deliverables; and



3. the requirements of any authority with jurisdiction in respect of Deliverables and/or the Site, as applicable.

Licensed Software means any software we are providing to you under or in connection with this Agreement as set out in the Quote.

Loss includes any damage, loss, cost, liability or expense of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.

Moral Rights means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the Copyright Act or Copyright Laws of the country, and rights of a similar nature anywhere in the world, whether existing before or after the date of Agreement.

Maintenance Services means the plant and equipment maintenance services specified in the Quote.

New Release means software provided primarily to provide an extension, alteration, improvement or additional functionality to the Licensed Software, but does not include any software that is generally licensed by us to our customers as a different product.

P&E means the plant and equipment specified in the Quote.

Personnel means officers, directors, employees and agents and, in our case, includes any Subcontractor.

Project means a steel framing design, truss engineering certification or steel frame fabrication job that a customer of yours has engaged you to perform.



Proforma Invoice is a quote prepared in the format of an invoice.

Quote means our documentation that contains information about the specific contract between the parties, and includes any invoice issued by us.

Recipient has the meaning given in the definition of Confidential Information.

Related Body Corporate has the meaning of any holding company of another corporation, a subsidiary of another corporation or a subsidiary of a holding company of another corporation and all these corporations are related to each other through ownership or control or other organization of the corporate bodies and will be treated as the same corporation.

Rollover Period means a duration of time equal to the Initial Term that arises:

1. at the expiration of the Initial Term; and
2. again in perpetuity on the expiry of each earlier Rollover Period.

Services means any services we will perform, described in the Quote.

Site means each site or premises of yours at which the Deliverables are to be provided as specified in the Quote.

Smartcard means a card or online service used with the P&E that provides you with a certain quantity of production.



Software Outputs means created or generated by you or your Personnel utilizing the Licensed Software

Specifications mean the standards and other requirements for the Deliverables as to quality, functionality, performance, interoperability and other matters set out or referred to in the Agreement.

Subcontractor means a third party to whom we subcontract the performance or supply of any Deliverable.

Supported P&E means the P&E in respect of which we will supply the Maintenance Services as specified in the Quote.

Term means the duration of this Agreement comprising the Initial Term and each subsequent Rollover Period.

Terms mean these Scottsdale Terms and Conditions.

Third Party Material means all Material in which the IPR's are owned by a party other than the Supplier or the Customer, and includes the Material specified in the Quote as Third Party Material.

Update means a version of the software produced primarily to overcome Defects in the Licensed Software.

Warranty Period means the warranty period as specified in the Quote, commencing on the Acceptance Date.



Workaround means a fix or alternative procedure to temporarily address a Defect.

b. Interpretation

Unless it is expressly stated that a different rule of interpretation will apply:

- i. a reference to an agreement includes any variation or replacement of the agreement;
- ii. if the due date for any obligation is not a Business Day, the due date will be the next Business Day;
- iii. all currency amounts are to be nominated in United States dollars, or for instances of direct sale our Australian entity in Australian dollars;
- iv. headings are provided for convenience and do not affect the interpretation of the documents making up the Agreement;
- v. “include”, “includes” and “including” must be read as if followed by the words “without limitation”;
- vi. if a word or phrase is defined its other grammatical forms have corresponding meanings;
- vii. agreements, representations and warranties made by two or more people will bind them jointly and severally;
- viii. a reference to any legislation includes any consolidation, amendment, reenactment or replacement of legislation;
- ix. a person includes the person’s executors, administrators
- x. and permitted novatees and assignees;
- xi. no rule of construction will apply to a provision of a document to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it;



xii. if any part of the Agreement is invalid, unlawful or unenforceable, the invalid, unlawful or unenforceable part of the Agreement will not apply but the other parts of the Agreement will not be affected.

Knudson Manufacturing, Inc., on behalf of Scottsdale Construction Systems
10401 West 120th Avenue, Broomfield, CO 80021