

## Specifi® Master Subscription Agreement

PLEASE READ THIS MASTER SUBSCRIPTION AGREEMENT CAREFULLY BEFORE ACCEPTING. THE TERMS AND CONDITIONS OF THIS MASTER SUBSCRIPTION AGREEMENT, ANY ADDITIONAL TERMS AND ANY ORDER FORMS ENTERED INTO BY YOU AND SPECIFI LLC. ("SPECIFI®" or "SP" ) ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT." BY ACCEPTING, YOU ARE AGREEING ON BEHALF OF THE ENTITY ORDERING THE SPECIFI® STUDIO SERVICE ("COMPANY") THAT COMPANY WILL BE BOUND BY AND BECOME A PARTY TO THE AGREEMENT AND CERTIFYING THAT YOU HAVE THE AUTHORITY TO BIND COMPANY. IF COMPANY DOES NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND COMPANY TO THIS AGREEMENT, DO NOT SELECT THE "ACCEPT" BOX OR SIGN (EITHER MANUALLY OR ELECTRONICALLY) THE ORDER FORM ISSUED TO YOU BY SPECIFI LLC. UNLESS AND UNTIL COMPANY HAS AGREED TO BE BOUND BY ALL OF THE TERMS OF THE AGREEMENT, COMPANY HAS NOT BECOME A CUSTOMER OF, AND IS NOT AUTHORIZED TO USE, THE SPECIFI® STUDIO SERVICE. THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DAY THAT YOU CHECK THE "ACCEPT" BOX OR SIGN (EITHER MANUALLY OR ELECTRONICALLY) THE ORDER FORM ISSUED TO YOU BY SPECIFI®.

The Specifi® Studio Service allows the Company to ensure that electronic representations of its products in the form of CAD/ BIM symbols and electronic catalogs are properly maintained. SP offers content creation services and data organization services to the Company for a pre-determined fee so that all Company requested changes and modifications, changes affected by the issuance of new standards, and changes required for compatibility with architectural software are reflected in CAD/ BIM symbols and electronic catalog information. The content created by this agreement may be published by the Company independently of SP's software and services and delivered to designated parties as directed by the Company.

The agreement allows SP to develop new features for their SP Design software required to maximize the Company's investment. The tools developed under this agreement are the sole property of SP and not intended for use outside of the SP suite of products.

In consideration of the promises and covenants contained herein, the Company agrees as follows:

### Scope of services

1.1 SP shall provide services to the Company to create, maintain and update the electronic product catalogue with the most current technical and Product Information that has been supplied by the Company. SP shall provide services to the Company as described in the order form executed by the Company and SP, attached hereto as exhibits and incorporated herein. For purposes of this Agreement, "Product Information" shall mean and include all non-sensitive data that is commonly found as publicly available information describing the type, dimensions, weight, presence, materials, connection points, etc., of a product as well as the commercial code, short description and long description of the physical product. Such order forms shall describe the Scope of Work for which services are being provided, by detailing any work product or materials to be developed or delivered under such orders, and any other provisions as may be applicable.

1.2 SP will create and update an electronic catalogue of information using the Requested Material and Product Information so that all Company equipment is easily searchable and identified within the Specifi®

software. For purposes of this Agreement, “Requested Material” shall mean the most up-to-date publicly available price list for all designated equipment, technical data sheets with two dimensional representations of the equipment (plan, front, lateral, or DWG), technical information on connection points of equipment (electric, water, gas, drainage, etc.) and descriptions of the product in the languages requested by the Company.

1.3 SP will organize all equipment into the Specifi® proprietary database format so the Company’s Product Information is easily accessible in the Specifi® software and will convert requested material and Product Information into the SP standard format. SP will distribute all Company price list and Product Information including CAD and BIM symbols that have been designated by the Company through the Specifi® update process and will provide the Company with standalone CAD and BIM symbol files to use at its discretion and to publish independently of the Specifi® software. SP will provide the Company with a quality report that indicates the completeness of all Company information provided to end users of Specifi®.

1.4 For Companies that have chosen the Specifi® Studio II or Specifi® Studio III subscription, SP will provide the Company with one subscription to its Specifi® product, from which the Company will be able to assess the quality, completeness and correctness of the electronic catalogue and create technical product marketing material. SP will provide the Company upon request electronic product catalogue information in digital format to be published to the party of Company’s choosing independent of the Specifi® software. SP will provide the Company with all information in the languages, currencies and measurement systems as designated on the order form that designates the product models covered under this agreement.

## Company obligations

2.1 The Company shall provide SP with requested material and Product Information and shall designate a Technical Manager(s) to facilitate the execution of this Agreement on the order form. The Company shall have the sole responsibility of notifying SP of changes to the Business Manager and Technical Manager Contact information.

2.2 The Company shall designate the maximum number of product equipment models covered by this Agreement including the specific product models designated on the order form.

2.3 The Company retains all rights to the Product Information and Requested Material and its derivatives in the electronic catalog. As such the Company is responsible for the correctness and completeness of the disclosed data and represents and warrants that it has the right to provide the Product Information and Requested Material to SP for SP’s provision of Services under this Agreement.

2.4 The Company has 30 days from the delivery of the completed electronic catalog to notify SP of any errors or omissions that it would like corrected before publishing the data to end users of Specifi®.

2.5 The Company agrees to provide SP its publicly available “retail” price list for publication in the electronic catalog in order for SP to ensure that any configured equipment may also be priced according to the Company’s rules and authorizations. If a publicly available price list does not exist the Company authorizes SP to create a price list reflecting no amounts called a “zero price list”. SP is authorized to distribute that price list per the Company’s direction.

2.6 The Company allows SP to provide access to its product catalogs to “potential” subscribers of Specifi® software with a price list containing no prices or the standard public price of the Company’s choosing for each designated market.

2.7 The Company has the option of being an Authorizer of its product information to the end users of Specifi® or allowing SP to execute agreed upon policies to facilitate faster distribution of their content. If the Company chooses to be an authorizer the Company will be provided with a secure login to a website that will inform them of requested access to their electronic catalogue. Using this website, the company will be able to electronically approve or deny access to the electronic catalogue and subsequently deliver the catalogue through Specifi® Update.

2.7.1 The Authorizer as designated by the company will receive an e-mail notifying them of an e-catalogue request.

2.7.2 The Authorizer must provide a reason for a denial of access to the request that will be communicated to the end user of Specifi®

2.8 The company shall authorize the data distribution of its electronic catalogue in a timely manner and respond to the requests for access to its electronic catalogue by end users of Specifi® within 7 days of a request. If the Authorizer does not respond to an access request within 7 days, the electronic catalogue will be distributed to the requestor with a price list containing no prices (zero price-list).

## Billing and payment

3.1 The Company shall pay SP fees for subscription services performed by SP under each order. The SP fees will consist of the following charges:

3.1.1 Upon execution of the order SP will invoice the Company an activation fee as determined in the order form. This upfront charge is due within 10 days of execution of the order form.

3.1.2 SP will then invoice the Company the monthly fee upon the execution of the order. The Company will receive monthly invoices as long as this agreement is in effect.

3.1.3 Companies who have chosen an annual payment option will be invoiced the annual fee upon execution of the order.

3.2 The Company acknowledges that if it chooses to either (i) let this agreement lapse or (ii) discontinue the subscription service fee that SP will require the company to pay an activation fee under the effective pricing at the time in order for the Company to re-enroll any previously created CAD symbols and product models in a Content Subscription Agreement.

3.3 The Company agrees that SP may adjust the monthly subscription service fee no greater than 1.85% on the anniversary of the order, provided the Company has been notified in writing within 30 days of the anniversary date. Companies who have chosen to be invoiced in annual adjustments would have their subscription fee adjusted at the anniversary of their initial order.

3.4 SP shall invoice the Company as specified in each order. The Company shall pay invoices within ten (10) days of receipt thereof. The Company shall pay a late payment fee at the annualized rate of 15% (or the maximum rate permitted by law for any period in which the permitted rate is less than 15%) for amounts more than thirty (30) days past due.

## Term and termination

4.1 The agreement is effective as of the date of Company signature. The term of this Agreement shall commence upon execution of the order and remain in effect for the term indicated on the order or until terminated as set forth in Section 4.2. Each individual order will have its own effective date.

4.2 This Agreement may be terminated as follows:

4.2.1 By either party upon written notice to the other party if such other party materially breaches any of the terms of this Agreement, or in the event of any proceedings by or against such party in bankruptcy or insolvency or appointment of a receiver or trustee or an assignment for the benefit of creditors. This right of termination shall be without prejudice to any other right or remedy provided under this Agreement or at law or in equity;

4.2.2 At any time by mutual written agreement of the parties.

4.3 Within thirty (30) days following any termination of this Agreement, SP shall invoice the Company for services rendered and expenses incurred prior to the effective date of termination, and the Company shall pay such invoice pursuant to Section 2 hereof.

## Non-solicitation of employees

5.1 During the period in which services are performed under an order, and continuing for a period of five (5) years thereafter, neither party nor any affiliate thereof shall hire or engage on personal contract, or solicit the hiring or engaging on personal contract, any employee of the other party with whom there is contact in connection with such Quotation, without the written authorization of such other party.

## Rights to work product

6.1 All work product and inventions developed specifically for the Company resulting from services performed for and paid for by the Company pursuant to this Agreement shall be the sole property of the Company. SP hereby assigns and agrees to assign to the Company all of its right, title and interest in and to such work product and inventions, including any and all intellectual property rights therein. SP retains all rights in the Specifi® software products. Nothing herein grants Company any ownership rights in or to the Specifi® software products.

## Confidentiality

7.1 Each party agrees that all code, inventions, algorithms, know-how and ideas and all other business, technical and financial information they obtain from the other are the confidential property of the disclosing party ("Confidential Information" of the disclosing party). Confidential Information of the Company shall include technical and proprietary information assigned to the Company pursuant to Section 7 of this Agreement. The receiving party will hold in confidence and not use or disclose any Confidential Information of the disclosing party and shall similarly bind its employees in writing. Upon termination of this Agreement or upon request of the disclosing party, the receiving party will return to the disclosing party all Confidential Information of such disclosing party, all documents and media containing such

Confidential Information and any and all copies or extracts thereof. The receiving party shall not be obligated under this Section with respect to information the receiving party can document: (1) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or (2) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (3) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (4) was independently developed by employees or consultants of the receiving party without access to such Confidential Information; or (5) is required to be disclosed by law or by order of a court of competent jurisdiction.

## Warranty, liability, indemnification

**8.1 Warranty.** SP warrants that services provided hereunder will be performed in a good and workmanlike manner, and that the work product, if any, developed by SP and delivered to the Company under this Agreement will conform substantially to the Quotation. SP does not warrant or represent that the services or work product provided pursuant to this Agreement will be capable of achieving any particular result in the Company's business, or that all errors, defects or deficiencies can or will be found or corrected, or that the operation of any work product will operate uninterrupted or error free.

**8.2 Disclaimer of Warranty.** SP MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, SP EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

**8.3 Limitation of Liability.** ANY LIABILITY OF SP WITH RESPECT TO THE SERVICES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT HEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO CORRECTION OF SUCH SERVICES, WORK PRODUCT OR MATERIALS OR, IF SUCH CORRECTION IS NOT POSSIBLE OR IMPRACTICAL, TO REFUND OF THE PERTINENT FEES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED UNDER ANY PROVISION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS.

**8.4 Indemnification.** The Company shall defend, indemnify and hold harmless SP, its officers, directors, employees, consultants, agents and affiliates from and against any and all third party claims and liabilities (including attorneys' fees and costs) arising out of or in connection with (i) any breach of this Agreement by Company; or (ii) the Company's or any third party's use or possession of the services, the results of the services and/or any work product provided hereunder.

## Other provisions

9.1 Notices, Contracting and Governing Law. This Agreement shall be governed as follows:

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean	Specifi LLC., a Delaware limited liability company	920 E State Parkway Unit B Schaumburg, IL 60173, U.S.A., attn: VP, Worldwide Sales Operations	State of Illinois and controlling United States federal law	Chicago, Illinois, U.S.A.
A Country in Europe, the Middle East or Africa	Specifi Europe Srl, a limited liability company incorporated in Italy	Via Roma 101/5 – 30020 Quarto d’altino (VE) Italy attn: Director, EMEA Sales Operations	Italy	Venice, Italy
A Country in Asia or the Pacific region	Specifi Europe Srl, a limited liability company incorporated in Italy	Via Roma 101/5 – 30020 Quarto d’altino (VE) Italy attn: Director, EMEA Sales Operations	Italy	Venice, Italy

9.1.1 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Services system administrator designated by You.

9.1.2 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

9.1.3 No Agency. For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for any other Specifi company. Subject to any permitted Assignment, the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

9.2 Advice of Counsel. The parties acknowledge that prior to executing this Agreement they have been advised by legal counsel and fully understand and agree to all of their rights and obligations under this Agreement, and that this Agreement is the result of informed negotiations between sophisticated parties. The parties further acknowledge and agree that they have not relied on any representation, inducement, or anything else in executing this Agreement that is not set forth expressly herein.

9.3 Independent Contractors. The relationship of SP and the Company established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

9.4 Force Majeure. Neither party shall be liable to the other for a failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed due to circumstances beyond its reasonable control, provided such party notifies the other of the delay.

9.5 Entire Agreement; Interpretation. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements and understandings, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment or modification to this Agreement will be effective unless it is in writing and signed by both parties. The waiver by either party of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision. No waiver will be effective unless it is in writing and signed by the party granting the waiver. If any provision of this Agreement is held to be unenforceable, that provision will be ineffective to the extent of the invalidity or unenforceability and without invalidating any other provision of this Agreement. The headings in this Agreement are for convenience only and will not affect the construction or interpretation of this Agreement. This Agreement may be executed in one or more counterparts, including by electronic transmission, each of which will be deemed an original copy of this Agreement, and all of which, taken together, will be deemed to constitute one and the same agreement.

9.6 Successors and Assigns. The rights and obligations of each party under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other party. For purposes of this Section 9.7, a change in control of the Company shall be regarded as an assignment. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

9.7 Survival of Terms. The rights and obligations which by their nature are intended to survive expiration or termination of this Agreement, including but not limited to the provisions of Sections 3, 5, and 7-9 shall survive the termination of this Agreement or any Quotation for any reason.

## [Content description, content delivery, changes and modifications](#)

**10.1 Delivery Schedule.** Upon SP receiving the Company confirmation, requested materials and acceptance of initial invoice, SP will communicate a final delivery date. Delays in providing requested materials and responses to inquiries raised during the execution of this agreement may cause delays in delivery.

**10.2 Delivery.** The work product delivered by SP will be in electronic form and delivered through a secure internet connection

**10.3 Company Acceptance.** The Company may, within 30 days after the final delivery of the work, verify the work product and notify SP of any errors or omissions. After the thirty (30) days has expired, SP will have deemed that the initial symbols have been accepted. All future changes and updates made after the initial subscription period will be communicated on a monthly schedule and report delivered to the customer electronically

**10.4 Modifications.** After the first anniversary of the order effective date, the Company may request modifications and edits of its product models currently maintained by SP up to the maximum number of models covered. During each 12 month period the Company has the ability to remove no more than 15% of its maximum product models covered and replace them with new product models. SP will create new symbols and models in the same manner and form created during the initial 12 month period of the subscription term.

**10.5 Content Description.** All RFA will be created in Revit MEP format and the parameters included in the BIM symbols will adhere to the “Revit Foodservice Equipment Standards US” and “International Food Equipment Standard” (IFSE)

**10.6 Content Quality.** The quality standard of shape and size will be for the purpose of those symbols, so all the blocks will be created with the aim of planning food-service plant in Specifi® and not for the fabrication or manufacture of the equipment.

**10.7 Content Example.** After receiving the executed agreement confirmation SP will send you 1 example file to demonstrate the library creation on your behalf. Within 5 working days the Customer may send a list of objections and errors. If no objections are raised by the Customer, SP assumes confirmation that the symbol creation is acceptable. In the event the file is not accepted due to the request of additional data SP reserves the right to adjust the subscription fee.

**10.8 Content Compatibility.** SP will maintain compatibility with the following design software programs upon commercial release of each annual version: Autodesk Revit, Autodesk AutoCAD and BricsCAD or the most prevalent used version for symbol production as described in any standards or driven by market demand.

**10.9 Requested Material.** Company agrees to provide a “best effort” in the delivery of the following information if available:

- Technical sheets with images of the product (top, front and lateral)
- 2D or 3D DWG or RFA or STEP or IGES files.
- Connections (electricity, water, gas, etc.)
- Current manufacturer suggested retail pricelist
- Descriptions in all the available languages