

Dodge Construction Network Software as a Service Addendum

SAAS ADDENDUM

This Dodge Construction Network (“DCN”) Software as a Service (“SaaS”) Addendum is intended to supplement the DCN Master Services Agreement (“MSA”) with respect to the provision of SaaS Services to a You All capitalized terms in the SaaS Addendum are as defined in Glossary of Terms to the MSA which can be found here:

<https://www.construction.com/terms-conditions/>. SaaS Services (“the Services”) are as defined in the Order Form.

1. Delivery of Services. The Services shall be delivered by DCN through a hosted web-based platform managed by DCN (“the Platform”). Services include data storage and access to any software (“the Application”) required to provide You with the Services described in the Order Form. Unless otherwise specified in the Order Form, Data will reside on servers located within the United States. DCN reserves the right to collect and analyze Your metadata to gauge usage and application performance, and to create anonymized statistics for marketing purposes.
2. Access to DCN Data. Your authority to access DCN Data is as set forth in the Order Form. Under no circumstances are You authorized to use its log in credentials to access any portion of DCN servers beyond that expressly authorized under the terms of the ORDER FORM under no circumstances are You authorized to share log in credentials with third parties.
3. Data Licenses and Ownership.
 - a. To the extent called for under the Order Form, You grant DCN a limited, royalty-free, non-exclusive, non-transferrable and non-sublicensable license to store and process Your Data in connection with providing the Services. You retain exclusive ownership of any of Your Data hosted by DCN on the Platform.
 - b. DCN grants You a limited, non-exclusive, non-transferrable and non-sublicensable license to access the Platform, to run Application object code, store Data and, where permitted under the applicable Order Form, download data under the terms specified in the Order Form, In the event that the Order Form does not specify download conditions, You shall not reproduce, copy, sell, resell, assign, sublicense or otherwise commercially exploit any of the Data or Services other than in connection with the internal use of the Data or Services by You in the ordinary course of its businesses.
 - c. Your access to the Platform and Application shall be exclusively via passwords issued by You to the Named Users (“Users”) specified by DCN. Named User IDs are not transferrable within Your organization or to Affiliates or Subsidiaries unless otherwise authorized by DCN. Failure to observe Named User restrictions shall be deemed a material breach of Section 3(c) of the MSA. Your License does not extend to Application source code, and You shall have no license to access, modify, or attempt to modify Application source code. Neither You nor Your Affiliates or Users have any right, title, license of other interest in, to or under any of the foregoing, other than through the License.
 - d. DCN retains exclusive ownership of all DCN Data hosted on the Platform; provided however, that You shall have a right to use DCN Data in the manner described in the Order Form or absent that, Paragraph 2.b above, during the Term, or unless Services are earlier terminated under Section 3 of the MSA for any reason.
4. Scope of Services. Services shall include: (a) web-enabled access to the Application; (b) technology updates to the Platform and Application as required, in DCN’s sole discretion, to maintain the functionality and responsiveness specified in the Order Form; (c) data storage in the amount specified in the Order Form; and (d) user support, as specified below. All access to the Platform and Application is subject to DCN website Terms and Conditions in effect at the time of access, which You acknowledge and agree to be bound by when accessing the Platform.
5. User Access and User Support. The Platform and Application shall be accessible to Users on a 24/7 basis, subject to scheduled and unscheduled service outages, and includes the right to suspend Platform access during periodic system maintenance, upgrades and repairs, which periods DCN shall make reasonable efforts to advise

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You of in advance where possible. Your support services shall be available to You from 8 AM to 8 PM (Eastern Time) Monday through Friday, excluding national, state, and local holidays.

6. Covenants, Representations and Warranties. You covenant, represent and warrant that: (a) You have full legal rights to all Your Data stored on the Platform, and nothing that You store on the Platform does or will violate, breach any duty owed by You under a third-party contract or any law, rule, or regulation to which You are subject; (b) Your use of the Services will not violate any intellectual property, privacy, or other property or privacy right of any third person to whom such a duty is owed; (c) You shall access the Platform exclusively through authorized Users; (d) You and Your Affiliates and Named Users will comply in all material respects with all federal, state, local and foreign laws, rules and regulations applicable to the performance of their obligations under this Agreement, and their use of the Services; and (e) that neither You nor Your Affiliates or Users 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) probe, scan or test the vulnerability of any DCN system or network or breach or otherwise compromise any Platform security or authentication measures; (v) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by DCN; (vi) access or search DCN services or the information stored by DCN through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than through the Application; (vii) interfere with any other DCN licensee's access to the Platform, whether by sending Harmful Code, overloading, flooding, spamming or mail-bombing, or otherwise; (ix) store, publish, or otherwise disseminate false, defamatory, lewd, immoral or illegal material on the Platform; (x) access the account or information of any other DCN customer storing data on the Platform; or (xi) reproduce, copy, sell, resell, assign, sublicense or otherwise commercially exploit any of the Data or Services other than in connection with the internal use of the Services by You in the ordinary course of their respective businesses.
7. Data Retention. DCN reserves the right to access Your historical usage data, including search histories, saved searches and other usage patterns, during and after the Term for the purpose of assisting DCN in tuning algorithms and otherwise improving its products and services.
8. Survival. Paragraphs 2, 5 and 6 of this Addendum shall survive termination of the Agreement for any reason.