Software License Agreement for
ClarkDietrich Wall Type Creator ™ Software

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7. <u>Licensee Indemnification</u>. Licensee shall defend, indemnify and hold Licensor, its affiliated companies, parent, and subsidiaries as well as their respective directors,

officers, and employees harmless from all losses, liabilities, damages, and expenses (including reasonable attorney's fees and costs) resulting from any claims, demands, actions and other proceedings by any third party arising from (a) Licensee's breach of this Agreement; (b) personal injury (including death) to a third party or property damage incurred by a third party resulting from or relating to Licensee's use of the Software; or (c) from Licensee's failure to comply with an applicable law, regulation, rule, mandate, or requirement of the U.S. government or any applicable professional standard, state or local law or regulation including, without limitation, Licensee's failure to comply with laws or regulations relating to privacy or intellectual property.

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10.   Future Availability. Licensor reserves the right, in its sole discretion, discontinue the Software or to alter prices, features, specifications, capabilities, functions, general availability or other characteristics of the Software.

11.   Term and Termination

    (a)   The term of this Agreement shall commence once Licensee agrees to the terms and conditions of this Agreement by clicking on the button indicating acceptance and completing the registration process for its account. The Agreement will remain in effect until terminated in accordance with this Section 11.

    (b)   Either party may terminate this Agreement for convenience by providing written notice to the other party in accordance with the notice provisions in Section 13.

    (c)   Upon termination, all of Licensee's rights shall immediately terminate. Licensee will immediately return to Licensor or destroy all copies of the Software that it has in its possession or control and certify that it has done so. Sections 3, 5, 6, 7, 9, 11(c), 13, 14, and 15 shall survive any termination of this Agreement.

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13.   Notice

    (a)   To Licensee. Except as otherwise set forth herein, notices made by us to you under this Agreement that affect our customers generally will be posted on the Licensor website. Notices made by us under this Agreement for you or your account specifically will be provided to you via the email address provided to us in your registration for the Software or in any updated email address you provide to us in accordance with standard account information update mechanism and/or procedures we may provide from time to time. It is your responsibility to keep your email address current and you will be deemed to have received any email sent to any such email address, upon our sending of the email, whether or not you actually receive the email.

    (b)   To Licensor. For notices made by you to us under this Agreement and for questions regarding this Agreement or the Software, you may contact Licensor as follows:

info@clarkdietrich.com

And/or

Attention: Marketing

9100 Centre Pointe Dr., Suite 210

West Chester, OH 45069

Any notice or other communication required or permitted to be given by you hereunder shall be given in writing and delivered in person, by U.S. Mail, via confirmed email or delivered by recognized courier service, properly addressed and stamped with the required postage, addressed to an authorized representative, at the address set forth above, and shall be deemed effective upon receipt.

14.   Miscellaneous

(a)   This Agreement constitutes the complete and exclusive agreement between Licensor and Licensee with respect to the Software and supersedes all prior oral or written communications or agreements between the parties relating to the Software.

(b)   This Agreement shall be governed in all respects construed in accordance with the laws of the State of Ohio, without regard to its laws governing conflicts of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

(c)   All disputes arising out of or related to this Agreement shall be brought exclusively in a federal or state court of competent jurisdiction located in Butler County, Ohio. Each party consents and submits to the personal jurisdiction of such courts and irrevocably waives any and all defenses inconsistent with this Section.

(d)   Licensee acknowledges that (i) any misuse or threatened misuse of the Software or Licensor's intellectual property or (ii) any misuse or threatened misuse of the Licensor's Confidential Information will cause immediate irreparable harm to the non-breaching party for which there is no adequate remedy at law. Accordingly, the parties agree that the Licensor shall be entitled to immediate and permanent injunctive relief from any court of competent jurisdiction in the event of any such breach or threatened breach. Licensee hereby waives the defense that Licensor has or will have an adequate remedy at law for any such breach or threatened breach.

(e)   Licensee may not assign or otherwise transfer its rights or obligations, in full or in part, under this Agreement without Licensor's express written consent and any such purported assignment is null and void. Upon any such permitted assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Licensee.

(f)   The waiver by either party of a breach of any provisions contained herein shall be in writing to be effective and shall in no way be construed as a waiver of any succeeding breach of such provisions or the waiver of the provision itself.

(g)   The relationship between the parties is that of independent contractors, and nothing in this agreement is intended to, or should be construed to, create any type of joint venture, partnership, agency, or any employment or fiduciary or franchise relationship.

(h)   If any part of this Agreement shall be held to be unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect.

(i)   No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the claim or cause of action has accrued.

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