**END-USER LICENSE AGREEMENT FOR TALLY™ SOFTWARE**

IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND BUILDING TRANSPARENCY, A WASHINGTON STATE 501c(3) NOT-FOR PROFIT CORPORATION ("BUILDING TRANSPARENCY"). BY ACCEPTING, INSTALLING OR USING ANY PART OF THE TALLY™ SOFTWARE TOOL, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS EULA, OR CANNOT COMPLY WITH THESE TERMS AND CONDITIONS, THE INSTALLATION PROCESS TO ACTIVATE THE BUILDING TRANSPARENCY SOFTWARE SHALL BE AUTOMATICALLY TERMINATED AND YOU WILL HAVE NO AUTHORITY TO USE THE BUILDING TRANSPARENCY SOFTWARE. BUILDING TRANSPARENCY’S WILLINGNESS TO GRANT THIS EULA IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS ARE CONSIDERED AN OFFER BY BUILDING TRANSPARENCY, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

**TERMS AND CONDITIONS**

1. **THE SOFTWARE:** The TALLY™ software tool (the “Building Transparency SOFTWARE”) is designed to be used with Revit Architecture and Revit Structure of Autodesk, Inc. (the “REVIT SOFTWARE”) via application programming interface(s) (APIs) provided by Autodesk, Inc. The Building Transparency SOFTWARE is also designed to cooperate with data provided by PE International, Inc. of Boulder, CO (the “PE DATASET”). The PE DATASET consists of a Material Life Cycle Assessment dataset that is utilized by the Building Transparency SOFTWARE and is included in the Building Transparency SOFTWARE.

2. **GRANT OF LICENSE:** Subject to the terms and conditions set forth herein, Building Transparency grants to you an individual, personal, nonsublicensable, nonexclusive license to use the Building Transparency SOFTWARE (the "License"), in object code form only in accordance with the applicable end user documentation, if any, subject to the conditions, limitations and other terms set forth herein. The Building Transparency SOFTWARE shall be provided to you for residence on your computer/server and shall be activated by Building Transparency providing you with an activation/encryption key upon your acceptance of the terms and conditions of this EULA. The Building Transparency SOFTWARE includes an “About” screen providing information about the Building Transparency SOFTWARE. This License shall expire on the date as set forth in that “About” screen, at which time the Building Transparency SOFTWARE shall be automatically deactivated, unless the License is subsequently renewed. THE BUILDING TRANSPARENCY SOFTWARE IS PROVIDED AS IS, AND SUBJECT TO THE LIMITATIONS, CONDITIONS, WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH BELOW.
3. LIMITATIONS: (a) Limitations on Reverse Engineering, Decompilation, Disassembly and Modification. You may not reverse engineer, decompile, or disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Building Transparency SOFTWARE or modify, adapt, translate, recast, alter, or create derivative works from the Building Transparency SOFTWARE, or provide or disclose the Building Transparency SOFTWARE or any portion thereof to any third party, except and only to the extent that such activity is expressly permitted by applicable law. Notwithstanding the foregoing, in the event that you do modify, adapt, translate, recast, alter, or create derivative works from the Building Transparency SOFTWARE, any such works, including any patent or copyright rights therein created by you shall immediately become the sole and exclusive property of Building Transparency. (b) Transfer Restrictions. You may not distribute, rent, sell, assign, sublicense, lease or otherwise transfer the Building Transparency SOFTWARE or use the Building Transparency SOFTWARE for timesharing or service bureau purposes or otherwise for the benefit of a third party. You may not transfer or assign this EULA or any of your rights hereunder to any other party. (c) Use in Other Products. You may not incorporate the Building Transparency SOFTWARE (or any portion thereof) into, or use the Building Transparency SOFTWARE (or any portion thereof) to develop other software or products. (d) Separation of Components. The Building Transparency SOFTWARE is licensed to you as a single product. Its component parts may not be separated for use on more than one computer or network. (e) Copying Restrictions. You may make a full or partial backup or archival copy of the Building Transparency SOFTWARE only in connection with routine backup or disaster recovery procedures. You agree that: (i) your use and possession of such installation, archival and/or backup copies shall be solely under the terms and conditions of this EULA, and (ii) all such copies shall include the same proprietary and copyright notices and legends as included on the media containing the authorized copy of the Building Transparency SOFTWARE originally provided by Building Transparency or the authorized copy installed for you by Building Transparency or an authorized third party and you shall not remove any such notices or legends from the Building Transparency SOFTWARE or any copies. You may not otherwise copy the Building Transparency SOFTWARE or provide copies of the Building Transparency SOFTWARE, in whole or in part, to any other entity. (f) Ownership. As between you and Building Transparency, you acknowledge that Building Transparency and its licensor(s) (if any) retain ownership of the Building Transparency SOFTWARE, any portions or copies thereof, and all rights therein throughout the world. Upon termination of this Agreement for any reason, the License and all rights granted to you under this EULA shall terminate and you shall cease to use and shall destroy the Building Transparency SOFTWARE.

4. RESTRICTIONS You shall only use the Building Transparency SOFTWARE for lawful purposes and in compliance with this EULA and all applicable laws. You hereby agree to defend and indemnify Building Transparency against any claim or action that arises from your use of the Building Transparency SOFTWARE in an unauthorized or unlawful manner.

5. COPYRIGHT All title and copyrights in and to the Building Transparency SOFTWARE (including but not limited to any images and photographs incorporated into the Building Transparency SOFTWARE), the accompanying printed materials, and any copies of the
Building Transparency SOFTWARE, are owned by Building Transparency or its licensor(s) (if any), including ownership of all copyrights, mask work rights, patents, trademarks, trade secrets and all other intellectual property rights subsisting in the Building Transparency SOFTWARE, documentation, enhancements, adaptations and any modifications thereto. The Building Transparency SOFTWARE is protected by copyright laws and international treaty provisions. You may not copy the printed materials accompanying the Building Transparency SOFTWARE. You may not modify, translate, or create derivative works based on the Building Transparency SOFTWARE; or copy the Building Transparency SOFTWARE, except for archival purposes as specified in this EULA. No license is granted by implication or otherwise under any patent rights of Building Transparency.

6. TERMINATION The License as set forth in this EULA shall remain in effect only for so long as you are in compliance with all terms and conditions set forth herein. If you fail to fulfill any of your material obligations under this EULA, Building Transparency and/or its licensor(s) (if any) may pursue all available legal remedies to enforce this EULA, and Building Transparency may, at any time after your default, terminate this EULA and all licenses and rights granted to you under this Agreement. Unless previously terminated as provided above, this EULA shall terminate on the expiration date appearing in the “About” screen of the Building Transparency Software. You agree, upon termination of this License, to destroy all copies of the Building Transparency SOFTWARE and all of its component parts within 30 days.

7. WARRANTY/DISCLAIMER THE BUILDING TRANSPARENCY SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. BUILDING TRANSPARENCY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, NON-INFRINGEMENT, SATISFACTORY QUALITY, NONINTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. BUILDING TRANSPARENCY DOES NOT WARRANT THAT THE OPERATION OF THE BUILDING TRANSPARENCY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE DATABASE INCLUDED WITH THE PE DATASET AND/OR THE BUILDING TRANSPARENCY SOFTWARE IS ERROR FREE OR THAT THE API(S) TO THE AUTODESK REVIT SOFTWARE IS/ARE ERROR FREE. WHEN, UNDER APPLICABLE LAW, IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, SUCH WARRANTIES WILL BE EFFECTIVE FOR A PERIOD OF ONE YEAR FROM DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT BUILDING TRANSPARENCY HAS SET ITS PRICES AND ENTERED INTO THE LICENSE WITH YOU AS SET FORTH IN THIS EULA IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY AS SET FORTH IN THIS EULA, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN YOU AND BUILDING TRANSPARENCY (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS) AND THAT THE
SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND BUILDING TRANSPARENCY.

8. LIMITATION OF LIABILITY Notwithstanding anything contained in this agreement or otherwise, Building Transparency will not be liable with respect to the subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for any special, incidental, consequential, exemplary or punitive damages of any kind however cause and regardless of the theory of liability or whether arising out of the use of the inability to use the Building Transparency Software or otherwise and even if Building Transparency has been advised of the possibility of such damages. Further, in no event will Building Transparency be liable for any claim by any other party arising out of your use of the Building Transparency Software. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

9. EXPORT RESTRICTIONS As required by the Export Administration Regulations of the United States Department of Commerce and the Export Administration Act of 1979, as amended, you agree that, unless prior authorization is obtained from the United States Office of Export Administration, you will not knowingly export, directly or indirectly, nor knowingly allow any other person or entity to export, the Building Transparency Software, its technical data, know-how or other information supplied with the Building Transparency Software for any purpose to any of the countries to which such exports are prohibited by such laws and regulations, as amended from time to time, nor will you export the direct product of the Building Transparency Software, its technical data, know-how or information to any of such countries. Your obligations as set forth in this section shall survive the expiration or termination of this EULA so long as the relevant United States Government regulations remain in effect.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. The Building Transparency SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software --Restricted Rights at 48 CFR 52.227-19, as applicable.

11. GOVERNING LAW This EULA shall be governed by and construed in accordance with the laws of the State of Washington without regard to the conflict of laws provisions thereof.

12. MISCELLANEOUS The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this EULA is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this EULA will otherwise remain in full force and effect and
enforceable. Both parties agree that this EULA is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this EULA, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this EULA and you do not have any authority of any kind to bind Building Transparency in any respect whatsoever. If Building Transparency is the prevailing party in any action or proceeding to enforce rights under this EULA, Building Transparency shall be entitled to recover its attorney's fees and costs. All notices under this EULA shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.