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I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS, CONDITIONS AND POLICIES SET FORTH IN THIS AGREEMENT. I ALSO UNDERSTAND AND AGREE THAT IF MY ACCESS TO THE SERVICES IS INTERRUPTED FOR ANY REASON, THIS AGREEMENT WILL REMAIN IN EFFECT DURING THE PERIOD OF INTERRUPTION AS WELL AS AFTER ANY REINSTATEMENT OF SUCH ACCESS. THIS AGREEMENT IS THE ENTIRE AGREEMENT GOVERNING INTELLECTUAL PROPERTY RIGHTS RELATING TO THE SERVICES, AND NO ORAL OR OTHER AGREEMENTS HAVE BEEN MADE TO ALTER THE TERMS OF THIS AGREEMENT.

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## **10. MISCELLANEOUS**

10.1 NON WAIVER: No waiver of any provision in this Agreement shall constitute a waiver of

any other provision nor shall any waiver constitute a continuing waiver.

10.2 ASSIGNMENT: IDC may assign this Agreement, and, provided that the assignee agrees to assume the obligations of IDC in this Agreement on a going-forward basis, then IDC will be fully relieved of those obligations upon notice to you of the assignment. You understand that you may not assign your license to another person or entity without the prior written permission of IDC, which may be withheld, delayed or conditioned in IDC's sole discretion. In the event Licensee acquires, is acquired by, or merges with another entity, Licensee will provide prompt written notice to IDC of any such transaction and IDC may, at its sole discretion, terminate this Agreement. If Licensee fails to provide such written notice, this Agreement will automatically terminate 30 days after any such transaction is consummated.

10.3 GOVERNING LAW: This Agreement is governed by the laws of the State of Texas, and the parties hereto are subject to the venue of the state and federal courts in Dallas County.

10.4 INVALID PROVISIONS: If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

10.5 NO THIRD-PARTY BENEFICIARIES: There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, any rights, remedies, indemnities, obligations, or liabilities. For the avoidance of doubt, this Agreement does not create any rights, remedies, indemnities, obligations, or liabilities between any Licensee and any other Licensee.

10.6 ENTIRE AGREEMENT & LIMITATION OF LIABILITY: This document incorporates the entire Agreement between Licensee and IDC concerning intellectual property rights. IDC reserves the right to modify this Agreement from time to time. THERE ARE NO REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS, UNDERTAKINGS OR COLLATERAL AGREEMENTS EXPRESS, IMPLIED OR STATUTORY, BETWEEN US EXCEPT AS EXPRESLY SPECIFIED IN THIS AGREEMENT.

Effective date: May 21, 2025

## EXHIBIT A

### DEFINITIONS

**1.1 “Affiliate”** means any individual, partnership, corporation, limited liability company, trust, or other entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Licensee, but only during the time that such control is legally and actually in effect.

**1.2 “Internal Business Purposes”** means solely for use by Licensee and its Affiliates for the benefit of Licensee. In particular, Internal Business Purposes is limited to those uses directly related to the delivery of architectural, engineering, and design services for Licensee’s paid clients, or the marketing of the foregoing, or to improve operational efficiencies by Licensee’s employees or its contractors, but only to the extent said contractors are providing services directly to Licensee in service of the foregoing.

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**1.4 “Published Digital Content”** means all Digital Content that IDC makes it available to non-member Licensees via the Services, including all Intellectual Property rights in the foregoing

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**1.7 “Software”** means source code, object code, build instructions, user documentation, developer documentation, and any other material associated with the foregoing.

## **EXHIBIT B**

### **PRICING SCHEDULE**

This pricing schedule applies to the calendar year 2025 and is subject to modification annually at IDC's sole discretion.

Firm size is determined by the number of individuals employed by a firm, including employees employed by (1) any entity controlled by the firm, (2) any entity that controls the firm, and (3) any entity that is under common control with the firm.

Licensee must apply for access through the IDC website or other agreed-upon means and receive approval from IDC prior to submitting payment. Terms will auto-renew utilizing the payment method on file at the then-current annual rate unless Licensee sends written notice of its intent to terminate prior to renewal. The IDC retains the right to accept or reject a Licensee's initial application, to decline renewal, and verify the then-current firm size and assess the appropriate annual fee. No refunds will be provided after the amount due is paid.

<b>Size of Firm</b>	<b>Annual Fee</b>
1 to 25 people	\$2,500
26 to 100 people	\$5,000
101 to 250 people	\$10,000
251 to 500 people	\$15,000
501 to 1000 people	\$20,000
1,001 people or more	\$25,000