

# MyBFSBuilder Terms of Use

Effective Date: June 20, 2024

1. **THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING CUSTOMER RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO CUSTOMER. PLEASE READ IT CAREFULLY.**
  - a. **BY ACCESSING THE PORTAL OR OTHERWISE PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, CUSTOMER ACCEPTS AND IS BOUND BY THESE TERMS OF USE, INCLUDING APPENDICES.**
  - b. **CUSTOMER MAY NOT ORDER OR OBTAIN PRODUCTS FOR SERVICES FROM THIS WEBSITE IF CUSTOMER DOES NOT AGREE TO THESE TERMS.**

These terms of use (these “Terms” or the “Agreement”) govern your access to and use of the MyBFSBuilder Portal, available at myBFSbuilder.com and the myBLDR portal, available at myBLDR.com (collectively, the “Portal”) and apply to the purchase and sale of products and services Customer (“you” or “Customer”) makes through the Portal.

These Terms also govern your access to and use of the products Build Optimize™, Drafting™, Render™, Home Configure™, Estimate™, and Architecture and Engineering Services (collectively, “Digital Tool Services”) all of which are provided by WTS Paradigm, LLC and the deliverables from use of the Digital Tool Services (each, a “Deliverable”). **PLEASE NOTE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT FOUND AT [WWW.MYPARADIGM.COM/LEGAL/PSA](http://WWW.MYPARADIGM.COM/LEGAL/PSA) (“PSA”).**

These Terms are subject to change by Builders FirstSource, Inc and WTS Paradigm LLC (collectively referred to as “Provider”) without prior written notice at any time, in Provider’s sole discretion. The latest version of these Terms will be posted on this Portal, and Customer should review these Terms before purchasing any product or services that are available through this Portal. Customer’s continued use of this Portal after a posted change in these Terms will constitute Customer’s acceptance of and agreement to such changes. In return for being allowed access to and use of the Portal, and by registering for the Portal, you agree to be bound by the terms and conditions of these Terms and the Privacy Notice. These Terms are an integral part of and a supplement to the Website Terms of Use that apply generally to the use of Provider’s website at www.myblldr.com (the “Site”) (“Site Terms”), which shall also apply to Portal users. Customer should also carefully review Provider’s Privacy Notice before placing an order for products or services through the Portal. In the event of a conflict between these Terms, the Privacy Notice, and the Site Terms, the following order of precedence shall apply: (1) the Privacy Notice, (2) these Terms, (3) the Site Terms.

PLEASE NOTE THAT THIS AGREEMENT INCLUDES APPENDICES THAT HAVE IMPORTANT ADDITIONAL, PRODUCT-SPECIFIC TERMS AND ASSUMPTIONS RELATED TO PROVIDING DIGITAL TOOL SERVICES THAT MAY APPLY TO YOU DEPENDING ON THE SERVICE YOU ARE PURCHASING, IN ADDITION TO THE TERMS HEREIN.

Appendix A - Build Optimize™

Appendix B - Home Configure™

Appendix C - Render™

Appendix D - Drafting™

Appendix E - Architecture and Engineering Services

Appendix F – Home Plan Library™

## 2. **Portal Access**

Subject to the terms of this Agreement, Provider agrees to permit you to access the Portal on a limited, revocable, non- exclusive, nontransferable basis solely for the purpose of providing and exchanging

information to enhance the business relationship between Provider and you. Provider may, in its sole discretion, provide you with access in the Portal to certain data pertaining to your business with Provider or other information relevant to Provider. All data and information contained in the Portal regarding Provider and its business is deemed to be confidential and you shall not disclose any such information to any other person or entity unless consented to by Provider in writing. Your access to the Portal and information contained therein shall be subject to these Terms, any guidelines, rules, or regulations issued by Provider from time to time in its sole discretion. Further, you shall not: (i) use or access the Portal in any way that, in Provider's sole discretion, may adversely affect the performance or function of the Portal; (ii) gain access, or attempt to gain access, by any means, to any unauthorized portion of Provider's computer systems or websites other than the Portal; (iii) use or attempt to use the Portal to obtain other data or information for which Provider has not granted you access; (iv) use data or information in the Portal for any purpose other than to facilitate your business relationship with BFS and you shall not disclose any such data or information to any third party unless otherwise instructed by Provider; (v) copy, use, modify, or prepare derivative works from any data, information or other content in the Portal other than to facilitate your business relationship with Provider. Upon termination of this Agreement, and other than Deliverables you receive from the Provider, you shall return to Provider or destroy all computer files or written materials in your possession that contain, or were derived or prepared based upon, the data, information or other content contained in the Portal. You acknowledge that you are responsible for the accounts and log-in credentials of all of your employees and former employees. Upon an employee with access to the Portal leaving your company, you agree to contact Provider immediately so that the user's account will be terminated. You shall be liable for any and all damages and claims incurred by Provider caused by your former employee's access or use of the Portal through log-in information obtained through you if you fail to inform Provider of the employee's departure. Provider reserves the right to deactivate any account that has not accessed or used the Portal during any one hundred eighty (180) day period. You acknowledge that all activity related to accessing the Portal may be monitored, logged and reviewed by Provider to ensure compliance with the Agreement. You acknowledge and agree to keep your login and password used to access the Portal confidential. You shall not provide your login and password to anyone other than an authorized representative of your company for any purpose other than to facilitate business between your company and Provider. You shall be responsible for any and all liability arising out of the access and use of the Portal via your login and password whether by you, an authorized representative of your company, or any other person. Provider reserves the right to charge a fee for access and use of the Portal at any time in its sole discretion. Provider will make commercially reasonable efforts to provide notice of such fee prior to its implementation. You agree to comply with all security procedures established by Provider and acknowledge your responsibility to maintain appropriate and secure access to the Portal. Provider may without notice in its sole discretion terminate, update, alter, or supplement all or any portion of the Portal and all or any portion of the data and information contained therein.

### **3. Changes in Scope of Digital Tool Services**

Provider will provide Digital Tool Services to you in accordance with the terms of this Agreement. If at any time during the term of this Agreement, you request that Provider provide additional services, or request a modification or change in the Digital Tool Services, Provider may accept or reject such request in its sole discretion and any such change may be subject to adjustment in price and delivery schedule.

### **4. Order Acceptance, When Services Can Face Potential Cancellations and Acceptance of Deliverables:**

You agree that an order placed through the Portal is an offer to buy, under these Terms, all products and services listed in the order. All orders must be accepted by Provider or Provider will not be obligated to sell the products or services. Provider may choose not to accept any orders in its sole discretion, even after Provider sends you a confirmation email with your order number and details of the items ordered. The date of order confirmation shall be the "Effective Date" of the Term.

Provider agrees to perform for you the Digital Tool Services you order. You agree that Provider shall have reasonable access to your staff and resources as necessary to perform the Digital Tool Services.

Customer has thirty (30) days from the date Provider delivers the final Digital Tool Services Deliverables in

which to accept or reject it in writing with a detailed description of Customer's objections. Provider shall have a thirty (30) day cure period to address those objections and will use commercially reasonable efforts to make the Deliverables conform to the applicable specifications until such time as Customer accepts the Deliverables or either party terminates this Agreement upon written notice to the other.

## **5. BFS Pay and Payment Terms**

### **BFS Pay:**

If you use the BFS Pay payment services offered in the Portal, your use is subject to the BFS Pay Service User Agreement and the following payment terms and conditions ("BFS Pay Terms").

The BFS Pay Terms are designed to provide you with information on the services offered by BFS Pay, LLC ("BFS Pay") along with its third-party providers and outlines important conditions that apply should you choose to remit payment through the payment portal. Various third-party vendors (such as J.P. Morgan Chase and Stripe) ("Payment Providers") provide the Internet bill presentment and payment service. This Internet bill presentment and payment service is subject to the consumer protections found in the federal Electronic Funds Transfer Act and Regulation E.

When you open your BFS Pay User Account, or any third-party vendor acting on our behalf, you, and any person you authorize to perform functions on your BFS User Account including, but not limited to, providing payments instructions related to your Transaction Account or Credit Card (as defined in your BFS Pay Service Agreement), agree to the BFS Pay Service Agreement in addition to the following Payment Terms:

**Erroneous Instructions.** If BFS Pay and/or its Payment Providers receive a payment instruction authorized by you and the instruction is erroneous in any way, BFS and/or its Payment Providers shall have no obligation or liability for the error.

**Transaction Limitations.** Certain types of bank/financial institution accounts and credit cards have limits on the numbers of transfers or withdrawals that may be made per day, week, or month. Your bank, financial institution, or credit card company may refuse transfers or payments which would exceed such limits. BFS Pay and its Payment Providers recommend that you check with your bank, financial institution, and credit card company to determine what limitations are imposed on your Transaction Account or Credit Card. If BFS Pay and/or its Payment Providers are not able to execute payments according to your payment instructions for any reason, BFS Pay and/or its Payment Providers will not be able to make the payment you have authorized and will not be held liable for any costs, damages, and the alike caused by the failure to make the payment. Neither BFS Pay nor its Payment Providers have any obligation to try to execute your payment instructions for a specific payment more than once.

**Authorized Users.** If there are other authorized users on your Digital Services (as defined in your BFS Pay User Agreement), your Transaction Account or your Credit Card, you hereby authorize each of them to use the Digital Services. You authorize any signer on your Transaction Account or authorized user of your Credit Card to initiate payment instructions and make payments on your behalf, even if your Transaction Account or Credit Card otherwise requires multiple signatures or authorizations to conduct such activities.

**Electronic Disclosures.** BFS Pay and/or its Payment Providers are required to provide you with certain federal and state disclosures and notices mandated by various laws and rules. You agree to receive all such disclosures electronically.

**Confidentiality.** BFS Pay and its Payment Providers do not sell any of your personally identifiable information to a third party for their marketing purposes without your consent. BFS and/or its Payment Providers will disclose information to third parties about your Transaction Account, or Credit Card, or your payment instructions, only if:

- a. Necessary for opening or maintaining your BFS Pay User Account, or for completing and executing your payment instructions;
- b. Lawfully required; or

- c. If you request or authorize it.

Your Liability. You agree to regularly and promptly review and verify all transactions through monthly statements received from your bank, financial institution, or credit card company related to your Transaction Account or Credit Card. If your bank, financial institution, or credit card statement shows unauthorized transactions by us, you must contact your bank, financial institution, or your credit card company immediately. Failure to do so may result in financial ramifications for you.

Our Liability. If the Payment Providers do not execute your payment instructions in a timely manner in accordance with the terms and conditions of these Payment Terms, the Payment Providers will be liable for your losses or damages, subject to the following exceptions. Neither the Providers nor BFS Pay or its affiliates (including, without limitation, Builders FirstSource, Inc. and WTS Paradigm, LLC) will be liable, for example, when:

- a. Through no fault of ours or the Payment Provider, your Transaction Account or Credit Card does not contain sufficient available funds or available credit to execute your payment instructions.
- b. The payment portal or other systems are not working properly.
- c. Circumstances beyond the control of BFS Pay and/or its Payment Providers (such as fire, flood, computer breakdown, Internet/power outages or a pandemic) prevent or impede the transaction, despite reasonable precautions we and/or the Providers have taken.
- d. The funds in your Transaction Account are subject to an uncollected funds hold, legal process, or any other encumbrance or claim restricting outgoing transfers at the time we attempt to execute your payment instructions. The information you or your payees have supplied to BFS Pay and/or its Payment Providers is incorrect, incomplete, or untimely.
- e. Other exceptions determined in our reasonable discretion.

All Payment Terms:

The Portal may give Customer the option to select certain services for purchase on a per individual transaction fee, including Digital Tool Services. Such purchases shall be subject to the Payment Terms herein and the terms on the payment page on the Portal. Payment for each individual purchase will be due and payable at the time of order and the corresponding service will be delivered upon receipt of payment. All sales are final. PDF sets cannot be returned or exchanged for any reason.

All prices posted on this Portal are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in Customer's order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes. Applicable taxes will be included on the final invoice. Provider strives to display accurate price information, however Provider may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing. Provider reserves the right to correct errors, inaccuracies, or omissions at any time. UNLESS OTHERWISE EXPRESSLY SET FORTH BY PROVIDER IN WRITING, ALL PRICING DATA PROVIDED BY PROVIDER THROUGH THE PORTAL IS THE CONFIDENTIAL INFORMATION OF PROVIDER AND YOU AGREE NOT TO SHARE SUCH INFORMATION WITH THIRD PARTIES, EXCEPT AS REQUIRED BY APPLICABLE LAW.

Many Provider services offered through the Portal will also accept Visa, MasterCard, American Express, Discover, PayPal, and Apple Pay, as well as ACH for purchases. When purchasing services, Customer represents and warrants that (i) the credit card and/or banking information Customer supplies is true, correct, and complete, (ii) Customer is duly authorized to use such credit card for the purchase, (iii) charges incurred by Customer will be honored by its credit card company, and (iv) Customer will pay charges incurred by Customer at the posted prices, including all applicable taxes, if any.

You shall be responsible for and pay any sales, value-added, withholding, use, property, excise, service, or other similar taxes imposed by applicable law that Provider must pay based on the Digital Tool Services provided to you, except for taxes based on Provider's income.

## **6. Disclaimer**

Other than for architectural and engineering Deliverables which are subject to the terms and conditions described in Appendix E, the Deliverables that are floor plans, video images, 3-D renderings, and artwork displayed on the Portal are not blueprints for construction. Provider does not guarantee the accuracy of floor plans, renderings, and technical data. Floor plans should not be used as a guide to build a home or to secure a construction estimate.

## **7. Limited Warranty**

The Portal may contain inaccuracies or other errors. Provider may alter, change, or improve the content at any time without notice. Provider makes no representations or warranties as to the Portal's completeness or accuracy, or about the Portal's suitability for any purpose. Provider makes no commitment to update the Portal's content.

YOU USE THE PORTAL AND PRODUCTS OR SERVICES PRESENTED THEREIN AT YOUR OWN RISK. THE CONTENT, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF EXPECTATION OF PRIVACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR TITLE. IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES THAT ARE CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHERWISE) BASED ON, ARISING OUT OF, OR IN ANY WAY RESULTING FROM OR CONNECTED WITH THE USE OF OR INABILITY TO USE THE PORTAL OR FOR ANY OF THE CONTENT OBTAINED THROUGH OR OTHERWISE IN CONNECTION WITH THE PORTAL, IN EACH CASE REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT, OR OTHER THEORIES OF LIABILITY, AND REGARDLESS OF WHETHER THE INDEMNIFIED PARTY WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

Provider shall not be liable for any virus or other damage to your computer equipment or other property due to your accessing, browsing, or using the Portal, or due to your downloading any data, images, materials, pictures, or text from the Portal.

**PROVIDER'S PSA GOVERNS THE WARRANTIES APPLICABLE ONLY TO PROFESSIONAL AND ARCHITECTURAL AND ENGINEERING DELIVERABLES.**

## **8. Customer Warranty**

You represent and warrant that material or data you provide to Provider, including, without limitation any uploaded blueprints or images, through its use of the Portal (collectively "Customer Data") and Provider's receipt and use of such Customer Data does not infringe upon or misappropriate any third-party intellectual property rights.

## **9. Indemnity Obligation**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER, ITS AFFILIATES AND EACH OF THEIR OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, STOCKHOLDERS, MEMBERS, PARTNERS, AND AGENTS (ALL SUCH PARTIES ARE, COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, AND ACTIONS, INCLUDING, WITHOUT LIMITATION, ANY RELATED LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, DEFICIENCIES, PENALTIES, TAXES, LEVIES, FINES, JUDGMENTS, SETTLEMENTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ANY ATTORNEYS' AND ADVISORS' FEES AND DISBURSEMENTS) AND COSTS (COLLECTIVELY, "CLAIMS"), BASED ON, ARISING OUT OF, OR IN ANY WAY RESULTING FROM OR CONNECTED WITH YOUR ACCESS, USE OR ALLEGED ACCESS OR USE OF THE PORTAL (INCLUDING YOUR CONFIDENTIALITY OBLIGATIONS RELATED THERETO), INCLUDING, WITHOUT LIMITATION, YOUR BREACH OF THE CONFIDENTIALITY PROVISIONS SET FORTH ABOVE AND ANY CLAIMS ALLEGING FACTS THAT, IF TRUE, WOULD CONSTITUTE YOUR BREACH OF THIS AGREEMENT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **10. Limitation of Remedy and Liability**

### **PROVIDER'S PSA CONTAINS TERMS REGARDING THE LIMITATION OF REMEDY APPLICABLE TO ARCHITECTURAL AND ENGINEERING PLAN DELIVERABLES.**

AS TO ALL OTHER PRODUCTS AND SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCTS OR SERVICES SHALL BE TO REQUEST THAT PROVIDER RE-PERFORMS THE WORK OR SERVICE AT NO ADDITIONAL COST TO YOU.

HOWEVER, AS TO ALL DELIVERABLES, PROVIDER SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT DAMAGES, LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ESSENTIAL PURPOSE.

## **11. Intellectual Property Use and Ownership**

### **PROVIDER'S PSA CONTAINS TERMS REGARDING THE INTELLECTUAL PROPERTY USE AND OWNERSHIP APPLICABLE TO PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND DELIVERABLES.**

As to all other services and Deliverables, you acknowledge and agree that:

- a. With respect to your use of the Portal, Digital Tool Services, and other software offerings, all uses of the terms, "sell," "resell," "resale," "purchase," "price," and the like herein and on the Portal mean the purchase or sale of a license to use such services. Each digital service or software offering marketed on the Portal is made available solely for license, not sale, to you and other prospective customers under the terms, conditions, and restrictions of the license above. Subject to your compliance with all applicable terms and conditions, Provider hereby grants to you a non-exclusive, non-transferable, non-sublicensable license in the United States to use the selected Digital Tool Services one time during the Term for a single construction.
- b. You will not transfer, upload, or transmit to the Digital Tool Services, any information, data, blueprints, plans, or drawings that you does not have permission and authority to transfer, upload, or transmit to the Digital Tool Services or otherwise make available to Provider.
- c. You will indemnify, defend, and hold harmless Provider against all claims, suits, damages, and losses including without limitations attorneys' fees arising out of third-party claims of infringement, misappropriation or other similar claims arising out of or resulting from Provider's receipt, copying, modification or other use of -provided materials, drawings, plans, blueprints, and the like you submit to Provider.
- d. Provider will remain the sole and exclusive owner of all intellectual property rights in and to each product and service made available on the Portal and any related specifications, instructions, documentation, or other materials, including but not limited to, all related copyrights, trademarks and other intellectual property rights, subject only to the limited license granted hereunder or pursuant to a valid product or service license agreement. You do not and will not acquire any ownership of these intellectual property rights in or to the products or services made available through the Portal.

The Customer may print sets of Deliverables provided through the Digital Tool Services, as needed, to obtain permits and the construction of Customer's project during the term of the Agreement. However, Customer shall ensure that use of the Digital Tool Services is marked with appropriate copyright notices specified by Provider in a prominent position on such printed plans.

The Digital Tool Services may be used only in the form and in such manner as Provider specifically approves in writing (email is sufficient) in advance. Therefore, except as otherwise set forth in the Portal, Provider must give written approval to any modifications to the Digital Tool Services. Customer acknowledges that all right, title, and interest in and to the Digital Tool Services, as well as any modifications made to the Digital

Tool Services are owned by Provider. If Customer acquires any rights in the Digital Tool Services by operation of law or otherwise, Customer irrevocably assigns such rights to Provider without further action by either party.

Provider reserves all rights not expressly granted to Customer under this Agreement. Except for the license granted in this Agreement, Customer acknowledges that all right, title, and interest in and to the Portal and Digital Tool Services, as well as any modifications or improvements made by Customer are owned by Provider.

Customer acknowledges and agrees that Provider shall have no obligation to support or maintain any Deliverables except to the extent Customer compensates Provider for any such support or maintenance at Provider's then current rates.

## **12. Hosting Services**

Hosting Services means the provision of hardware, systems, software, and infrastructure required to store and manage access to data. Provider will not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data) related to the lack of access to Hosting Services, even if a party has been advised of the possibility of such damages. Further, Provider will not be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use Hosting Services, including as a result of any (i) termination or suspension of this agreement or your use of or access to Hosting Services, (ii) Provider's discontinuation of any or all of the Hosting Services, or, (iii) without limiting any obligations under this Agreement, any unanticipated or unscheduled downtime of all or a portion of Hosting Services for any reason; (b) the cost of procurement of substitute Hosting Services; (c) any investments, expenditures, or commitments by you in connection with this Agreement or your use of or access to the Hosting Services; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data. The limitations in this section apply only to the maximum extent permitted by applicable law.

## **13. Your Obligations**

General Obligations:

- a. You shall use and maintain reasonable security precautions and take reasonable steps to prevent unauthorized access to the Portal, including by protection of login credentials.
- b. You may use the Digital Tool Services only for your own business purposes and shall not: (i) copy, modify, publish, sell, export or distribute, transfer or perform or prepare derivative works of, reverse engineer, decompile or otherwise attempt to extract source code or source data from the Digital Tool Services; (ii) attempt to disable, circumvent or breach any security mechanisms used by the Digital Tool Services or otherwise attempt to gain unauthorized access to any portion or feature of the Digital Tool Services; (iii) use the Digital Tool Services in any way that knowingly infringes or violates any intellectual property rights or publicity/privacy rights; (iv) use the Digital Tool Services in violation of applicable laws.
- c. You may not use the Digital Tool Services if you are or becomes a competitor of Provider. You may not use the Digital Tool Services for competitive purposes including monitoring Digital Tool Services performance or functionality or for any other benchmarking or competitive purposes.
- d. You will not upload any materials to the collaboration platform that are inappropriate or offensive.
- e. You will not cause, induce, or permit others' noncompliance with these terms and conditions.

Digital Tool Services Obligations: You are solely responsible to:

- a. Engage any necessary professionals to review and/or adapt the plan for local code and site-specific requirements, including procurement of any necessary building permits. House plans have been drawn to meet generally accepted requirements. Plans are not specific to site or local codes, including site specific foundation requirements and design. The layout of electrical,

- mechanical, and plumbing systems can also change details.
- b. Check all dimensions and details and verify conformance with governing code requirements for the geographic area in which the structure is to be built, prior to starting construction. All structural, mechanical, and electrical requirements shall also be reviewed with a licensed professional before construction begins. Codes govern over drawings, and dimensions govern over scale.
  - c. Ensure all work is in accordance with the latest edition of all applicable National, State, and Local Building Codes. Also ensure that all work is conducted in accordance with the latest edition of all applicable Construction Standards.
  - d. Ensure all materials, equipment, and components used in construction are new and of good quality and that all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated, and conditioned as per manufacturers requirements and as per industry standards. Follow all instructions to sustain and preserve all expressed or implied warranties and guarantees.
  - e. Check all dimensions and details for overall accuracy appropriate to the local conditions and the final selection of materials such as masonry, floor joists, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimension and details. For example, if standard lumber joists are used in place of engineered floor joists, the floor-to-floor dimension would vary from the House Plans and require revised stair dimensions and framing. Customer shall verify all dimensions in field prior to any fabrication.
  - f. Perform or provide for construction supervision to ensure that construction conforms to the house plans. Provider has no responsibility for construction means, methods, techniques, sequences, procedures, or safety precautions in connection with the work. Select and properly install all materials, including, but not limited to proper installation of materials, nailing, gluing, caulking, insulating, flashing, roofing, weatherproofing, and many other small items and details not necessarily indicated on the house plans names of materials. Manufacturers shown on the house plans do not represent an endorsement or recommendation by Provider but rather a guide.
  - g. Facilitate and coordinate all work performed by all trades i.e., plumbing contractor, electrical contractor, framing contractor, etc.
  - h. When using the collaboration features, ensure that only appropriate parties are provided access with the shared materials and that Customer has all authority necessary to share the materials with invited parties.
  - i. Confirm and comply with applicable local building department or other governing agencies requirements specific to the construction site area.
  - j. Digital Service visualizations are not signed or sealed by professional engineers. Confirm and comply with all local building code, law, regulation, or department requirements regarding engineer signature and seal for building department submission.

#### **14. Third Party Access to Customer's Account**

The Portal may give you the ability to invite third parties to access, view, and modify materials and visualizations through your account. Third parties that access the Portal through your project link shall be subject to these terms and conditions upon logging in to the Portal, but such users shall have limited access rights to those granted by you. You shall only provide project Portal access to third parties with a reasonable need to access such materials for your or its clients' legitimate business purposes. Without limiting anything else in this Agreement, you acknowledge and agree that Provider may limit any third party's access or use of the Portal including access to your materials at any time.

You represent and warrant that you have all approval necessary from such third party in order to provide that person's contact information to Provider. You shall not provide any personal or contact information of a third party to Provider for which it does not have appropriate rights or permissions. You shall be responsible for the acts and omissions of its third-party users on the Portal. Provider shall have no liability for a third-party user's actions within your projects on the Portal.

You acknowledge and agree that by using the collaboration features available in the Portal, third parties will



have access to certain project materials selected by you and these materials will not necessarily be private or confidential.

You acknowledge and agree that Provider may grant third-party access to project information, such as content from materials list, to engage additional vendors with your consent or as directed by you. Provider may update your deliverables or connect you directly to a third-party vendor with information learned through the engagement of vendors. From time to time, we may also provide you with information about potential vendors or the ability to select certain vendors based on your use of the Portal and/or Digital Tool Services. Provider's engagement with or provision of information on third-party vendors does not constitute any form of recommendation or endorsement by the Provider or any of its affiliates and agents.

## **15. Data**

Provider may collect, use, and disclose de-identified aggregate data regarding the Digital Tool Services. Any information or data Provider compiles regarding the performance of the Digital Tool Services, purchasing behavior, and analysis and compilations of aggregate data collected by Provider are considered proprietary information owned by Provider. Use of the Portal is subject to Provider's Portal Privacy Notice.

## **16. Links to Other Websites**

The Portal may provide you with the ability to visit third-party websites that may have different policies than those of Provider. Those third parties are not under Provider's control and are not endorsed by Provider. When you visit any of these other websites and submit information to those third parties, please keep in mind that such information will be provided directly to the third parties, and their privacy policies and terms of use will then apply. You should read those third-party website's terms of use and privacy policies carefully before submitting information on those websites. Provider shall not be responsible for any information you submit to a third party.

## **17. Notice and Procedure for Making Claims of Infringement**

Provider respects the copyright of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide a written communication addressed to our designated agent as follows:

Builders FirstSource Attention: Copyright Agent 6031 Connection Dr., Ste 400,  
Irving, TX 75039 legalintellectualproperty@bldr.com

If you file a notice with our designated agent, it must comply with the requirements set forth in 17 U.S.C. § 512(c)(3), which includes the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Digital Tool Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you believe that your material that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the

law, to post and use the content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within Dallas County, Texas and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Provider will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Provider's sole discretion.

In accordance with the DMCA and other applicable law, Provider has adopted a policy of terminating, in appropriate circumstances and at Provider's sole discretion, members who are deemed to be repeat infringers. Provider may also at its sole discretion limit access to the Digital Tool Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **18. Marketing Materials**

By providing marketing materials to you, Provider does not imply that you own those materials. Upon termination of this Agreement, you may no longer use the marketing materials provided. Your failure to comply constitutes a violation of US Copyright and Provider's intellectual property rights. Provider may use your Deliverables for marketing purposes.

## **19. SMS Text Messaging Terms of Service**

MyBFSBuilder Alerts:

The Portal Alerts SMS Program sends helpful reminders related to transactional activity on the Portal.

Customers may opt-in to the program by providing a phone number in the account profile information in the Portal and electing to receive SMS notifications in the Manage Notification area of the customer account profile. The number of messages received may vary based on Customer activity. Messaging and data usage rates may apply to all text messages between you and the Provider. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. This program is provided as a service to you, and neither the Provider nor your mobile carrier will be responsible or liable for delayed or undelivered messages.

You can cancel the SMS service at any time by texting "STOP" to (281) 724-5898. After you send the SMS message "STOP" to us, you should no longer receive transactional or marketing SMS messages from us. To opt-in again, ensure you are still enrolled to receive messages in your account profile, and text START to (281) 724-5898, and we will start sending SMS messages to you again.

The Portal may give Customers the ability to invite third parties to access or use Customer's account via SMS text messaging for Customer's or its clients' legitimate business purposes. Customer represents and warrants that it has all approval necessary from such third party in order to provide that person's contact information to Provider for SMS text messaging purposes. Customer shall not provide any personal or contact information of a third party to Provider for which it does not have appropriate rights or permissions.

If you are experiencing issues with the messaging program, you can get help directly at MyBFSBuilderSupport@bldr.com.

## **20. Force Majeure**

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) government order, law, or actions; and (e) other events beyond the control of the Impacted Party. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

## **21. Governing Law and Jurisdiction**

You agree this Agreement is made and entered into in Dallas, Texas. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. Customer consents to personal jurisdiction in a court of competent jurisdiction located in Dallas County, Texas. You agree and understand that you will not bring against any Indemnified Party any class action lawsuit related to your access to, dealings with, or use of the Portal.

## **22. Waiver of Jury Trials**

CUSTOMER AND PROVIDER ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS BEFORE A JURY.

## **23. Assignments**

You will not assign any of its rights or delegate any of its obligations under these Terms without Provider's prior written consent. Any assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of its obligations under these Terms.

## **24. No Waivers**

The failure by Provider to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Provider.

## **25. No Third-Party Beneficiaries**

These Terms do not and are not intended to confer any rights or remedies upon any person other than you, Provider, and Provider's affiliates.

## **26. Notices**

- a. To Customer: Provider may provide any notice to Customer under these Terms by: (i) sending a message to the email address Customer provides or (ii) by posting to the Portal. Notices sent by email will be effective when Provider sends the email, and notices Provider makes by posting

- will be effective upon posting. It is Customer's responsibility to keep its email address current.
- b. To Provider: To give Provider notice under these Terms, Customer must contact Provider as follows:
- (i) by email at [Corporate.Legal@bldr.com](mailto:Corporate.Legal@bldr.com); or
  - (ii) by personal delivery, overnight courier, or registered or certified mail to Builders FirstSource, ATTN: Legal Department, 2001 Bryan Street, Suite 1600, Dallas, TX 75201. Provider may update the email address or mailing address for notices to Provider by posting a notice on the Portal. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

## **27. Severability**

If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

## **28. Entire Agreement**

This Agreement constitutes the entire agreement governing your access to, dealings with, and use of the Portal unless specifically set forth otherwise in this Agreement. The information on the Portal does not constitute an offer to sell, or the solicitation of an offer to buy, any securities and must not be relied upon in connection with any investment decision. Provider's order confirmation, these Terms, Provider's Website Terms of Use, and Provider's Privacy Notice will be deemed the final and integrated agreement between Customer and Provider on the matters contained in these Terms.

## **29. Other Terms**

All trademarks, service marks, logos, and copyrights ("Trademarks") on the Portal are registered and unregistered Trademarks of Provider, its affiliates, and other third parties. You may not use any of the Trademarks on the Portal without the prior written consent of the owner of the Trademark. Nothing on the Portal should imply consent to use any Trademark without such prior written consent.

## APPENDIX A – Build Optimize™

### **Description of Deliverable**

- Service request includes the following:
  - Discovery Meeting (up to 2 hours) to identify and prioritize BIM goals, objectives and requirements, resolve digital collaboration needs and norms (file types, etc.), and establish a timeline for the work,
  - One meeting (up to 1 (one) hour) to discuss any clashes and propose resolutions
  - Clash detection report(s),
  - Modified construction documents (CD's), as permitted by Customer license to modify original CD,
  - A Virtual Framework Session.
- Revit File
  - Client-owned Revit File

### **Assumptions.**

- Total Square Feet is based on total Area Under Roof (AUR) + all levels modeled.
- Customer must provide information required for the Build Optimize Service within 5 days of submitting an individual request.
- The Digital Tool Services included are based on information provided by the Customer and will only cover the specifications mutually agreed to in the BIM Execution Plan. Any changes to the BIM Execution Plan or other changes in scope will be managed through a Change Request.
- Ownership of Deliverables is as described in this Agreement. Revit® files are not Deliverables, and will be owned by Provider, unless purchased as an additional service as indicated above. Any additional acceptance terms shall be provided in connection with the Deliverables.
- Revision requests must be submitted within 90 days from date Deliverables are first provided to Customer.
- Customer understands and acknowledges that any plans, drawings, images, or other submissions given to Provider ("Plans") will not be confidential. Customer has full responsibility for the legality, reliability, accuracy, and appropriateness of the Plans. Provider is not responsible or liable to any third party for the content or accuracy of the Plans. Provider has the right to refuse to use any Plans in its sole discretion.
- Customer grants Provider a non-exclusive license to use the Plans for purpose of creating a visualization based on the Plans.
- Any and all drawings provided by Provider are non-engineered drawings and are not meant to be used for construction purposes. The information developed has been interpreted by drawings and information provided by the client and/or assumed best practices when information has not been provided. The drawings are meant to be used as a tool to coordinate and relay information only and not used as Construction Documents.
- Any services not described in the Services Details and Assumptions are not included.
- Pricing and Deliverables associated with Build Optimize are defined in the Portal.

## APPENDIX B – Home Configure™

### Description of Deliverables

- Exterior Only
  - Interactive exterior 3D visualization of a 2D plan up to 8,000 sq feet
- Exterior + Interior Spotlight
  - Interactive interior and exterior 3D visualization of a 2D plan up to 8,000 sq feet

### Assumptions

- Total Square Feet is based on total Area Under Roof (AUR) + all levels modeled.
- The Service is limited to one elevation that is 8,000 or less Total Square Feet.
- Views
  - Interior Spotlight packages receive the exterior plus three (3) 360-degree views including the kitchen, great room, and owner bath.
  - Selections for optional features must be made from the space in which the home component is located (e.g., fireplace changes must be made from great room), even if visible from a different space.
- Provider reserves the right to decline a submission, especially in the case of incomplete details or copyright related concerns that are not addressed in a timely manner.
- Customer will provide constructable house plans including a top-down roof plan for homes to be modeled.
  - For all Spotlight Packages, customer will also provide cabinet plans
- Accurate modeling and visualization of a home plan requires detailed information from constructable house plans, material examples, and specifications. Customer will provide the necessary information, finish detail specifications, furnishing details (if applicable), documentation, and resources to allow Provider to deliver the above scope. Delays due to incomplete information, extended response times from Customer, or lack of supporting documentation will impact timelines and potentially cost.
- Provider's visualization product is to be delivered as-is. Enhancements to Provider products that may be requested or identified are not included.
- All services represent Provider effort only and are quoted on a Firm Fixed Price basis. Changes to project scope, additional services for new plans, change of finish detail or furnishing choices, significant artistry modification, or failure to meet assumptions may result in changes to cost that will be managed through a Change Request.
- Any services not described in the Services Details and Assumptions are not included.
- Pricing, and Deliverables associated with Home Configure are defined in the Portal.

## APPENDIX C – Render™

### Description of Deliverables

- Rendering Images
  - Site Specific (2D floor plan, 3D floor plan, 3D still images)
  - Master Set (2D floor plan with options, 3D still images with options)
- Rendering 360° Self-Guided Tour - Site Specific
- Rendering Walk through Video
  - Site Specific or Master Set (3D video)
- Rendering Community Video Tour

### Assumptions

- Total Square Feet is based on total Area Under Roof (AUR) + all levels modeled.
- The service is limited to 8,000 or less Total Square Feet.
- Images are sold in packs of 5 or more. Each pack will be made up of exterior, interior or floor plan images.
- Video Walkthroughs
  - Video length of each home (if applicable): minimum of 1.5 minutes, not to exceed 5 minutes.
  - Videos will include builder name, model name (name of house plan), location, builder logo, and brand colors upon customer request.
- Revision requests must be submitted within 30 days from date Deliverables are first provided to Customer for each of the two revisions. If longer than 30 days with no response, the project will be marked complete and a new project will be opened, and additional charges will be incurred.
- Revisions are to correct issues with the original submitted plans by customer, not to make new additions/changes to the original plan. Additional charges will be incurred in this case.
- Accurate modeling and visualization of a home plan requires detailed information from constructable house plans, material examples, and specifications. Customer will provide the necessary information, finish detail specifications, furnishing details (if applicable), documentation, and resources to allow Provider to deliver the above scope. Delays due to incomplete information, extended response times from Customer, or lack of supporting documentation will impact timelines and potentially cost.
- Customer will choose from of 6 environment scenes and one of 4 home staging packages. If any custom requests fall outside of these packages, additional charges will be incurred once the specific requirements and associated level of effort are determined. Examples of custom additions include, but are not limited to mailboxes, vehicles, street signs and markings, complex brick or stone driveways/pathways, outdoor kitchens, miscellaneous outdoor accessories, bodies of water, specific times of day or weather, etc.
- Customer will provide the following documentation and specifications within 3 business days of project submission:
  - PDF, DWG, or RVT plan for home(s) to be rendered, including cabinet plans and any other spec sheets that reflect Customer build standards
  - If applicable
    - Exterior material selections including color palettes and exterior materials to be visualized.
    - Interior material selections including color palettes and internal materials / material types to be visualized.
    - Exterior landscaping notes including specific requests such as type of vegetation, hardscape surface type, surrounding geography, and any other relevant details pertaining to the setting of the home. Please note that requests that fall outside of our 6 standard environments will incur additional cost.
- Provider's rendering product is to be delivered as-is. Enhancements to Provider products that

may be requested or identified are not included.

- Changes to project scope, additional services for new plans, change of finish detail or furnishing choices, significant modification, or failure to meet assumptions may result in changes to cost that will be managed through a Change Request.
- Hosting Services (description below) are available for Virtual Tours.
- Pricing and Deliverables associated with Render are defined in the Portal.



## APPENDIX D – Drafting™

### Description of Deliverables

- CAD Schematic
  - PDF schematic drawing showing a floor plan with limited information. Details include room sizes, room names, and door and window locations.
- Drafting Service
  - PDF Plan Set including cover page, dimensioned foundation (and/or basement plan), dimensioned floor plan (for all levels), roof plan, four views (front, left, right and rear), building section views (1 will be through stairway, if applicable), and standard details and building notes (e.g. wall, heel, overhang, flashing, floor, soffit, tub deck, as applicable).

### Assumptions

- Total Square Feet is based on total Area Under Roof (AUR) + all levels modeled.
- The service is limited to 5,000 or less Total Square Feet of traditional construction. Services to deliver artifacts for traditional construction over 5,000 Total Square Feet and nontraditional construction are available, upon request, at the Providers discretion.
- Services are residential and do not support commercial buildings or structures constructed under commercial building codes.
- Service includes one revision for adjustments or edits to the plan that do not impact the original foundation or roof structure. Revision request must be submitted within 60 days from date Deliverables are first provided to Customer. Additional revisions or any revisions to foundation or roof structure are subject to additional fees specified below. If the Provider identifies errors made by the Provider, the Provider may, at its sole discretion, provide revisions to correct those errors at no additional cost to the Customer.
- Renovations of existing structures must be reviewed prior to order submission.
- Schematics are priced per level. Additional expenses will apply if requesting multiple levels.
- Prices may vary based on the structure use and complexity of the overall design (for example, when a bonus room above a garage is requested).
- Pricing terms anticipate construction materials are purchased from Builder's First Source, Inc. for the construction project documentation produced. If Customer chooses to purchase building materials from a third-party supplier, Customer shall provide Provider with written notice of such purchase at least thirty (30) days prior to the provision of the services and an adjustment invoice to pricing will be assessed for services rendered.
- Provider reserves the right to decline a submission, especially in the case of incomplete details or copyright related concerns that are not addressed in a timely manner.
- Although the drafted plan is intended to follow International Residential Building Code (IRC) requirements, the local building department or other governing agencies may have special requirements specific to the construction site area. For example, depth of foundation in relation to the frost line, differences in energy codes for building efficiency, wind loads in hurricane/tornado zones, snow loads in regions of the country where there is excessive snow, or local homeowner association requirements for construction. For these requirements, additional documents may be required from the Customer, an engineer, or local governing board.
- Deliverables include Construction Documents but depending on the construction location, the Customer may need to modify such Deliverables in fit, form, or dimension to conform to field conditions and/or to comply with local permitting requirements. To comply with such requirements, Customer may be required to purchase add-on services noted in the table above.
- Any services not described in the Portal and Assumptions are not included.
- Price and Deliverables associated with Drafting are defined in the Portal.

**The Customer is responsible to:**

- Check all dimensions and details and verify conformance with governing code requirements for the geographic area in which the structure is to be built, prior to starting construction. All structural, mechanical, and electrical requirements shall also be reviewed with a licensed professional before construction begins. Codes govern over drawings, and dimensions govern over scale.

Ensure all work is in accordance with the latest edition of all applicable National, State, and Local Building Codes. Also ensure that all work is conducted in accordance with the latest edition of all applicable Construction Standards.

- Ensure all materials, equipment, and components used in construction are new and of good quality and that all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated, and conditioned as per manufacturers requirements and as per industry standards. Follow all instructions to sustain and preserve all expressed or implied warranties and guarantees.
- Check all dimensions and details for overall accuracy appropriate to the local conditions and the final selection of materials such as masonry, floor joists, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimension and details. For example, if standard lumber joists are used in place of engineered floor joists, the floor-to- floor dimension would vary from the drafted plans and require revised stair dimensions and framing. Customer shall verify all dimensions in field prior to any fabrication.
- Facilitate and coordinate all work performed by all trades i.e., plumbing contractor, electrical contractor, framing contractor, etc.

## APPENDIX E – Architecture and Engineering Services

### 1. Definitions

- “Construction Documents” shall mean the drawings, specifications, details and other documents prepared by Provider’s architect that describe the scope and quality of the Project and the systems and other elements that meet the requirements of the International Residential Code (I.R.C.) as adopted by the local governing jurisdiction required for construction of the Project.
- “Project” shall mean a unique design and floor plan with a particular square foot area.

### 2. Description of Deliverables

- Architectural Services
  - Architectural design and production of Construction Documents for one or more Projects, during the Term.
  - Standard details commonly used in residential construction are included.
  - A PDF Plan Set as outlined in the services descriptions.
- Engineering Consulting Services
  - Requests for information (RFI) for clarification of drawings.
  - A letter report defining Provider’s recommendations.
- Engineering Services for Customer Builders
  - Structural engineering design and creation of Construction Documents for one or more Projects, during the Term.
  - Standard details commonly used in residential construction.
  - RFI for clarification of drawings.
  - One review of structural fabrication and erection submittals, structural product data submittals, and structurally related test reports to check for conformance with structural documents.
- Engineering Services for Production Builders
  - Structural engineering design and production of Construction Documents for one or more Projects, during the Term.
  - Three elevations, three major options, and three minor options are included in the base fee. Additional elevations, major and minor options may be provided for additional fees.
    - An Elevation is a dimensional drawing of the building’s façades, which is an orthographic projection of the exterior faces of a building.
    - A major structural option drawing, which shows substantial changes to the original requested drawing. This type of drawing shows major impactful changes to the roof lines, SF of foundations and floor areas, arrangement of mechanical, electrical, and plumbing systems, and levels of the structure that require re-engineering.
    - A minor structural option drawing. Which shows minimal interaction between multiple systems and levels of the structure (deck, porch, sunroom).
  - Standard details commonly used in residential construction.
  - RFIs for clarification of drawings.
  - One review of structural fabrication and erection submittals, structural product data submittals, and structurally related test reports to check for conformance with structural documents.

### 3. Architectural and Engineering Services Terms and Conditions

- Customer’s purchase of any professional architectural or engineering services is subject to the terms and conditions of Provider’s Professional Services Agreement (PSA, available at [www.myparadigm.com/legal/PSA](http://www.myparadigm.com/legal/PSA)).

#### **4. Architectural Services Assumptions**

- Square footage is based on conditioned floor area.
- Prices may vary based on the structure use, complexity of the overall design, and variance from square footage Customer represents to Provider when documents are submitted to Provider.
- Provider reserves the right to decline a submission, especially in the case of incomplete details or copyright related concerns that are not addressed in a timely manner.
- Any additional architectural services for a Project required beyond the basic scope of the requested service will be charged on an hourly basis using the hourly rates listed in the Portal. Examples of additional services include but are not limited to:
  - Plan changes by Customer or Customer's client and/or contractor after agreed upon substantial completion.
  - Changes or modifications requested by Customer or Customer's client or contractor during construction, to include architect provided design and coordination necessary as a result of Customer or Customer's client's or contractor's error or chosen construction method.
  - Significant change in project scope including but not limited to, size, quality, type of construction, complexity, schedule, and inclusion of additional alternate plan options beyond the number included in the base fee.
- The Service does not include:
  - For Plan Set Development, Design Redevelopment, and Master Set Design Development:
    - Existing site and soil conditions
    - Land surveys
    - Grading requirements
    - Local homeowner's association requirements and restrictions
    - Special easement setback restrictions due to local ordinances
    - Environmental impacts
    - City monotony and design development requirements
  - Inspections and or site observations.
  - Asbestos, Radon, and/or materials testing.
  - Geo-technical (Soils) investigations and reports.
  - Design of temporary shoring or bracing during construction.
  - Design of "Vendor Architected" features such as: premanufactured wood trusses, heavy timber and glulam trusses, glass features including handrails, guardrails, stairs, and precast and/or stone facades.
  - Provider shall not supervise, direct, or have control over Customer or Customer's consultants or contractors' work.

Provider shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the Provider be responsible for Customer or Customer's consultants or contractors' failure to carry out the work in accordance with the Construction Documents.
  - Provider shall not be responsible for providing Mechanical, Electrical, Plumbing, Civil, and Landscape design services.
  - Any services not described in the Portal and Assumptions are not included.
- Pricing and Deliverables associated with Render are defined in the Portal.

#### **5. Engineering Services Assumptions**

- Square footage is based on conditioned floor area.
- Prices may vary based on the structure use, complexity of the overall design, and variance from square footage Customer represents to Provider when documents are submitted to

Provider.

- Provider reserves the right to decline a submission, especially in the case of incomplete details or copyright related concerns that are not addressed in a timely manner.
- Provider shall not supervise, direct, or have control over Customer or Customer's consultants or contractors' work.
- Provider shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the Provider be responsible for Customer or Customer's consultants or contractors' failure to carry out the work in accordance with the Construction Documents.
- Any additional Engineering Services for a Project required beyond the basic scope of this SOW will be charged on an hourly basis using the hourly rates listed above. Examples of additional services include but are not limited to:
  - Plan changes by Customer or Customer's client and/or contractor after agreed upon substantial completion.
  - Changes or modifications requested by Customer or Customer's client or contractor during construction, to include engineer provided design and coordination necessary as a result of Customer or Customer's client's or contractor's error or chosen construction method.
  - Significant change in project scope including but not limited to, size, quality, type of construction, complexity, schedule, and inclusion of additional alternate plan options beyond the number included in the base fee.
  -

#### **6. Engineering Consulting Services Customer Responsibilities**

- The Customer is responsible for providing the following:
  - Full information as to Customer's requirements for the Project.
  - Base drawings to include electronic Architectural Drawings or Builder Drawings (PDF formats); Project drawings shall be complete, insofar as they must show the complete architectural layout, drawn to scale, with the appropriate details, such that the structural layout of the building can be clearly determined up-front.
  - Roof and floor truss shop drawings (when available) to help determine direct load path efficiently.

#### **7. Engineering Consulting Services Exclusions**

- The Service does not include:
  - Inspections and or site observations.
  - Design of temporary shoring or bracing during construction.

#### **8. Engineering Services for Custom and Production Builders Customer Responsibilities**

- The Customer is responsible for providing the following:
  - Geo-technical (soils) report with foundation design criteria for the adopted building code.
  - Electronic Architectural drawings (CAD and PDF formats); Architectural layout drawings shall be complete, insofar as they must show the complete architectural layout, drawn to scale, with the appropriate details, such that the structural layout of the building can be clearly determined up-front.
  - Roof and floor truss shop drawings (when available) to help determine direct load path efficiently.

## **9. Engineering Services for Custom and Production Builders Exclusions**

- The Service does not include:
  - Inspections and or site observations.
  - Materials testing.
  - Geo-technical (soils) investigations and reports.
  - Design of temporary shoring or bracing during construction.
  - Design of “vendor engineered” features such as: premanufactured wood trusses, heavy timber and glulam trusses, glass features including handrails and guard, stairs, and precast and stone facades.

## APPENDIX F – Home Plan Library

### Description of Deliverables

- CAD Schematic
  - PDF schematic drawing showing a floor plan with limited information. Details include room sizes, room names, and door and window locations.
- Drafting Service
  - PDF Plan Set including cover page, dimensioned foundation (and/or basement plan), dimensioned floor plan (for all levels), roof plan, four views (front, left, right and rear), building section views (1 will be through stairway, if applicable), and standard details and building notes (e.g. wall, heel, overhang, flashing, floor, soffit, tub deck, as applicable).

### Assumptions

- Home Plan Plus and Home Plan Unlimited Customers will receive 12 months access to available marketing materials.
- Marketing materials may differ by master plan set. AT minimum, marketing materials will include a 2D floor plan and a 3D image of each exterior elevation.
- Home Plan Plus and Home Plan unlimited will receive 12 months access to Home Configure for the licensed master plan set as part of the marketing materials. Home Configure will include at minimum a configurable exterior of each elevation within a master plan set.
- Home Plan Library master plan sets are license as-is at the time of licensing. All master plan set updates such as newly designed plan features, code updates, or plan options are available to active Home Plan Plus and Home Plan Unlimited license holders for the duration of their active license. Customers must have an active license to request a site-solved Home Plan.
- The Home Plan Plus package will renew at the following prices:
  - \$500 for continued access to the most up -to-date version of the site solve configuration (single configuration) of the master plan set.
  - \$1500 for annual access to marketing materials and Home Configure. Customer must have an active license with access to the plan set to renew access to marketing materials and Home Configure.
- The Home Plan Unlimited package will renew at the following prices:
  - \$6000 for continued access to the most up-to-date version of the master plan set with unlimited builds on an annual basis off the master plan set.
  - \$1500 for annual access to marketing materials and Home Configure. Customer must have an active license with access to the plan set to renew access to marketing materials and Home Configure.
- **Grant of License and Use.** Provider is the owner of, and has the right to license, certain Home plans (the “Home Plans”). Provider hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license in the United States to use a selected Home Plan during the Term within accordance of their license type. Home Plan Classic, Home Plan Plus and Home Plan Unlimited customers must have an active license to request a site-solved Builder Plan. Home Plan Unlimited customers may build from the master plan set, if permissible all applicable governing agencies while in license. Home Plan Unlimited customer may not build from the master plan set if their license has expired, terminated, or for any other reason is not in an active state.
- **Copyright Notices.** The Customer may print sets of the Home Plan, as needed, to obtain permits and the construction of Customer’s project during the term of the Agreement. However, Customer shall ensure that use of the Home Plans is marked with appropriate copyright notices specified by Provider in a prominent position on such printed plans.
- **Modifications.** The Home Plans may be used only in the form and in such manner as Provider specifically approves in writing (email is sufficient) in advance. Therefore, Provider must give written approval to any modifications to the Home Plans. Customer acknowledges that all right, title, and interest in and to the Home Plans, as well as any modifications made to the Home Plans are owned by Provider. If Customer acquires any rights in the Home Plans by operation of law or otherwise, Customer irrevocably assigns such rights to Provider without further action by either

party.

- **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer under this Agreement. Except for the license granted in this Agreement, Customer acknowledges that all right, title, and interest in and to the Home Plans, as well as any modifications or improvements made by Customer are owned by Provider.
- **Site Specific Requirements.** Although the Home Plan is intended to follow International Residential Building Code (IRC) requirements, the local building department or other governing agencies may have special requirements specific to the construction site area. For example, depth of foundation in relation to the frost line, differences in energy codes for building efficiency, wind loads in hurricane/tornado zones, snow loads in regions of the country where there is excessive snow, or local homeowner association requirements for construction. For these requirements, additional documents may be required from the Customer, an engineer, or local governing board and are not the responsibility of the Provider.
- **Seal.** By default, the Home Plans are not signed, sealed, or stamped by professional engineers or architects. Local building codes, laws, regulations, or departments may require the Home Plans to be signed and sealed by a local engineer for building department submission.
- **Additional Services.** Any other services are not included and are managed through separate Agreements.

### **The Customer is Responsible To**

- Engage any necessary professionals to review and/or adapt the plan for local code and site-specific requirements, including procurement of any necessary building permits. Home Plans have been drawn to meet generally accepted requirements. Plans are not specific to site or local codes, including site specific foundation requirements and design. The layout of electrical, mechanical, and plumbing systems can also change details.
- Check all dimensions and details and verify conformance with governing code requirements for the geographic area in which the structure is to be built, prior to starting construction. All structural, mechanical and electrical requirements shall also be reviewed with a licensed professional before construction begins. Codes govern over drawings, and dimensions govern over scale.
- Ensure all work is in accordance with the latest edition of all applicable national, state, and local building codes. Also ensure that all work is conducted in accordance with the latest edition of all applicable construction standards.
- Ensure all materials, equipment, and components used in construction are new and of good quality and that all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated, and conditioned as per manufacturers requirements and as per industry standards. Follow all instructions to sustain and preserve all expressed or implied warranties and guarantees.
- Check all dimensions and details for overall accuracy appropriate to the local conditions and the final selection of materials such as masonry, floor joists, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimension and details. For example, if standard lumber joists are used in place of engineered floor joists, the floor-to-floor dimension would vary from the Home Plans and require revised stair dimensions and framing. Customer shall verify all dimensions in field prior to any fabrication.
- Perform or provide for construction supervision to ensure that construction conforms to the Home Plans. Provider has no responsibility for construction means, methods, techniques, sequences, procedures, or safety precautions in connection with the work.
- Select and properly install all materials, including, but not limited to proper installation of materials, nailing, gluing, caulking, insulating, flashing, roofing, weatherproofing, and many other small items and details not necessarily indicated on the Home Plans names of materials and manufacturers show on the Home Plans do not represent an endorsement or recommendation by provider but rather a guide.
- Facilitate and coordinate all work performed by all trades i.e., plumbing contractor, electrical contractor, framing contractor, etc.