Effective Date: May 1, 2023

RSMeans Terms

The following terms ("**RSMeans Terms**") shall govern Your use of any RSMeans data files incorporated within an Autodesk Offering ("**Data Files**").

Autodesk grants You a non-exclusive, non-transferable, limited sublicense to use and display the Data Files, provided that You comply fully with these RSMeans Terms. You are licensed to use the Data Files solely in the regular course of construction estimating and related work.

The license includes the right to download and temporarily store insubstantial portions of the Data Files ("**Downloaded Data**") in a spreadsheet for Your personal and/or employment related use on a single storage device under Your exclusive control solely (i) to display internally such Downloaded Data and (ii) to include and distribute the Downloaded Data in a construction estimate or related work prepared for a specific project, to be distributed to a specific party, provided such party agrees not to further disseminate the Downloaded Data. You acknowledge Your responsibility in assuring compliance with the foregoing restrictions by any third party to whom You transmit Downloaded Data pursuant to the preceding sentence.

You may not merge the Data Files with any software program or extract such cost data other than into a spreadsheet for Your personal and/or employment related use on a single computer. You may not use, copy, download, store, publish, modify, translate, transmit, transfer, sell or prepare derivative works of the Data Files, or any portion of the Data Files, in any form or by any means, except (i) as expressly permitted by these RSMeans Terms, or (ii) with RSMeans' express written permission. Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by these RSMeans Terms. You shall not sell, license or distribute the Data Files (including printouts and Downloaded Data) to third parties, except as expressly permitted by these RSMeans Terms, or use the Data Files as a component of or as a basis for pricing any material, service, or product offered for sale, license or distribution. You may not use the Data Files in any manner that is illegal or inconsistent with applicable law or the rights of any other person or entity.

For the avoidance of doubt, You shall not use the Data Files for Job Order Contracting (JOC), Indefinite Quantity/Indefinite Delivery Contracting (ID/IQ), Simplified Acquisition of Base Engineer Requirements (SABER) contracting, or any similar contracting method whereby the Data Files shall be utilized as unit prices in the procurement of indefinite quantity contracts for construction services.

In the event You make use of the Data Files to create estimates for Your own customers, but subsequently amend the results in any way, then You shall alert such customers to the fact that the estimates were calculated using the Data Files but subsequently amended by You.

The Data Files shall constitute "Confidential Information" as defined in the General Terms. Notwithstanding Section 16 (Confidentiality) of the General Terms, You may not without the prior written consent of RSMeans, make available, transfer or disclose to any person or entity, or make or permit any use of, the Data Files or any other information or material of RSMeans.

RSMeans Company, LLC ("**RSMeans**") is an express third-party beneficiary with the right to enforce the terms and conditions of these RSMeans Terms against You in the event of any breach by You of any terms or conditions relating to the Data Files.

The Data Files are provided on an "as-is" basis. You acknowledge and agree that You assume full responsibility for the selection of the Data Files to achieve Your intended purposes, for the proper integration

and use of the Data Files, and for verifying the information contained within the Data Files and any results obtained from use of the Data Files. RSMeans shall not be responsible to You or any other person or entity for any support or maintenance of the Data Files.