

Please read this license agreement (“**End User License Agreement**”) carefully before installing or using the accompanying Software (as defined below) or the related materials and services, or accessing any part thereof as this is a legally enforceable contract between you and PnewSoft (“**fireNspec**”). Your right to use the accompanying Software (as defined below) and the related materials and services is conditional upon your acceptance of this License Agreement.

(A) IF YOU INSTALL OR USE THE SOFTWARE OR ANY PART OF IT, OR (B) SIGN THIS LICENSE AGREEMENT OR (C) CLICK-THROUGH AND ACCEPT ANY LICENSE NOTICE DURING START-UP, DOWNLOAD OR INSTALLATION OF THE SOFTWARE, YOU WILL BE DEEMED TO HAVE READ THIS LICENSE AGREEMENT, UNDERSTOOD IT AND AGREED TO BE BOUND BY IT. THEREFORE, IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT IN ITS ENTIRETY, DO NOT INSTALL OR USE THE SOFTWARE OR THE RELATED MATERIALS AND SERVICES. IF YOU DOWNLOADED THE SOFTWARE, REFRAIN FROM INSTALLING THE SAME AND DELETE ALL DOWNLOADED FILES RELATED TO THE SOFTWARE FROM YOUR SYSTEM.

**DEFINITIONS:**

**Documentation:** Means user manuals and/or publications made available to You by PnewSoft, relating to the installation, use and administration of the Software, in printed, electronic or online form.

**PnewSoft Database:** Means the collection of data, content and / or information that is contained within, revealed by, extracted or exported from or learned or discerned from, the operation of the Software or the media on which the Software is delivered, in whole or part, in any form including as data, text, audio, video, images (including machine images) or other content.

**PnewSoft:** Means PnewSoft, LLC, a Texas company with its principal office at 26503 Richwood Oaks Drive, Katy, TX 77494

**PnewSoft Software:** Means the object code version of the accompanying PnewSoft software provided to You by PnewSoft, including all Documentation and other materials provided by PnewSoft to You under this License Agreement. The term ‘PnewSoft Software’ as used in this License Agreement include any updates, patches or bug fixes for the said PnewSoft Software which You are entitled to receive and that is provided to You by PnewSoft but does not include any Third Party Software.

**PnewSoft Website:** Means [www.pnewsoft.net](http://www.pnewsoft.net)

**License Fees:** Means fees payable by You for the License.

**License Key:** Means any license key, activation code, or similar installation, access or usage control codes designed to provide access to any Software.

**You:** Means either (a) You as an individual or (b) Your entity, if You are using PnewSoft Software and / or services in Your capacity as an employee or agent of an entity. If You are accepting this License Agreement on behalf of an entity,

such as the company You work for, You represent to us that You have legal authority to bind that entity (and “Your” will be construed accordingly).

## **LICENSE TO USE PnewSoft SOFTWARE AND RESTRICTIONS:**

The PnewSoft Software is licensed to You and are subject to the following terms:

Subject to the terms and conditions set forth in this License Agreement, PnewSoft hereby grants to You and You hereby accept, a limited, non-transferable, perpetual, revocable (in accordance with the terms of this License Agreement) non-exclusive license (“**License**”) to use the PnewSoft Software. PnewSoft Software is in “**use**” on a computer/device when it is loaded into the temporary memory or installed into the permanent memory of that computer/device.

The PnewSoft Software is licensed and not sold to You, on a per-subscription basis. This means that at any given time, the number of individuals authorized to concurrently use the PnewSoft Software under this License Agreement (each an “**Authorized End User**”) cannot exceed the number of subscriptions that You have purchased from PnewSoft and for which You have paid PnewSoft all applicable License Fees for the License. You are solely responsible for all use of the Software by Your Authorized End Users and their compliance with this License Agreement. The details of the number of subscriptions that You have purchased is set forth in the invoice issued to You by PnewSoft.

You will be solely responsible for installation of the PnewSoft Software. Any License Key provided to You by PnewSoft for activation of the PnewSoft Software is the confidential information of PnewSoft and You must hold such License Key in strict confidence.

Your License to use the PnewSoft Software is subject to such additional conditions and limitations, including payment of License Fees, as set-forth in the invoice issued to You by PnewSoft made available along with the acceptance of Your order for the Software.

PnewSoft grants You a non-exclusive license to make copies of (no more than reasonably necessary) the Documentation for use by Authorized End Users in connection with Your use of the PnewSoft Software in accordance with this License Agreement.

Unless otherwise expressly permitted by this License Agreement and except to the extent applicable by law expressly prohibits such restrictions, You shall have no right, and You specifically agree not to, directly or indirectly:

alter, adapt, translate, enhance, customize or otherwise modify the PnewSoft Software;

translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or the underlying ideas or algorithms of the PnewSoft Software;

create derivative works based on the PnewSoft Software;

copy, rent, lease, distribute, or otherwise transfer or sub-license rights to the PnewSoft Software to any third party without the prior written consent of PnewSoft, LLC., which, if given, is subject to the transferee’s consent to the terms and conditions of this License Agreement;

grant any rights to use the PnewSoft Software to any third party other than Authorized End Users, including grant of such rights on a membership, subscription or hosted basis;

bundle or integrate the PnewSoft Software with any other products or services other than as permitted by PnewSoft;

circumvent, by-pass, disable or defeat, or attempt to circumvent, by-pass or defeat, any technological measure(s) that controls access to or use of the PnewSoft Software. By accepting this License Agreement You acknowledge that the PnewSoft Software may contain code or other technological measure that detect and/ or prevent or disable unauthorized use of the PnewSoft Software;

remove, alter or obscure any proprietary notices, labels or marks in the PnewSoft Software, Documentation, or any media on which the same are made available to You. This License Agreement does not grant You any rights to any trademarks, logos or service marks of PnewSoft, including the marks ‘**PnewSoft**’, ‘**fireNspec**’ or any other trademarks, logos or service marks used by PnewSoft in connection with its business.

## **LICENSE TO USE PNEWSOFT DATABASE AND RESTRICTIONS**

The PnewSoft Database is an integral and valuable element of the PnewSoft Software and the phrase “**the PnewSoft Software**” used in this License Agreement includes it.

The data, content and information in the PnewSoft Database comes from a variety of sources, both public and private. PnewSoft spends considerable effort collecting, creatively selecting, correcting, verifying, analyzing, enhancing, processing and preparing the same for use and it contains proprietary elements belonging to PnewSoft or its licensors. When You extract data, content or information from the PnewSoft Database, You do not own it, and it is not Your property nor is it in public domain. It remains the copyrighted property of PnewSoft or its licensors, and You have a license to use it only as per the terms and conditions of this License Agreement.

In addition to the terms applicable to the use of the PnewSoft Software as mentioned in Section 2 above, use of the PnewSoft Database is subject to the following additional terms and conditions:

The PnewSoft Database is for use only with the PnewSoft Software;

You shall not use or modify the data, content and information from the PnewSoft Database except in conjunction with Your authorized use of the PnewSoft Software;

You may download and store data, content or information from the PnewSoft Database (“**Downloaded Data**”) onto a storage device under Your sole and exclusive control by using the installer application provided as part of the PnewSoft Software (a) to display the Downloaded Data internally within Your organization, and (b) to incorporate excerpts (obtained by electronic cutting and pasting or other similar means) from such Downloaded Data into work products created using the PnewSoft Software in connection with the planning, bidding, purchasing, constructing and / or billing processes of projects. Downloaded Data shall not be stored or used in an archival database or other searchable database except as part of the PnewSoft Software.

You may make printouts of excerpts from the Downloaded Data for (a) Your internal use and (b) for distribution to third parties solely for their internal use related to planning and implementing individual projects.

Except as expressly permitted by this License Agreement, You shall not store, cache, use, upload/download, copy (including by printing), distribute, publish, transmit, sell, sub-license, transfer, provide access to in any manner, or otherwise make the Downloaded Data (including any excerpts from it), the PnewSoft Database or any part of them, available to any third party, in any form or by any means, including as a part of, as a component of, or as a basis for, any work product or material offered for sale, license or distribution by You to third parties.

## **INTELLECTUAL PROPERTY RIGHTS**

Except for the limited rights and license expressly granted hereunder, no other license is granted, no other use is permitted and the Software provided to You is licensed to You and nothing contained in this Agreement transfers any ownership rights in the Software or any part of it to You. PnewSoft or other licensors as the case may be, reserves all right, title and interest in and to the Software that are not expressly granted to You, including all intellectual property and proprietary rights embodied therein. You

agree that You will not have the right to use or access the source code of the PnewSoft Software under any circumstances.

## **SUPPORT SERVICES**

PnewSoft will provide You with error corrections and minor improvements to the PnewSoft Software as and when such corrections and improvements are made generally available to its other licensees that have purchased the same level of support as You. Other upgrades and enhancements to the PnewSoft Software are not made available as part of the support services and may be subject to additional charges.

PnewSoft will use commercially reasonable efforts to provide You with support services for the PnewSoft Software in accordance with its then current support policy which is available at [support@pnewsoft.net](mailto:support@pnewsoft.net).

P  
n  
e  
w  
s  
o  
f  
t

m  
a  
y

u  
p  
d  
a  
t  
e

i  
t  
s

s  
u  
p  
p  
o  
r  
t

p  
o  
l  
i  
c  
y

t  
e  
r  
m  
s

a  
t