

BLUEBEAM STUDIO PRIME LICENSE AGREEMENT

These Terms of Service ("TOS") represent a binding Agreement by _____ (referred to herein as "You" and "Your" and "Licensee") concerning the Bluebeam Studio Prime software service ("Software" or "Software Service") licensed from Bluebeam, Inc. ("BLUEBEAM").

ALL INTELLECTUAL PROPERTY IN THIS SOFTWARE IS OWNED BY BLUEBEAM. THE SOFTWARE IS LICENSED, NOT SOLD. BLUEBEAM PERMITS YOU TO USE OR OTHERWISE BENEFIT FROM THE INTELLECTUAL PROPERTY OF THE SOFTWARE ONLY IN ACCORDANCE WITH THESE TOS. THE SOFTWARE MAY INCLUDE SERVICE AUTHORIZATION OR REGISTRATION TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE. THIS TECHNOLOGY MAY AUTOMATICALLY CONNECT TO THE INTERNET OR PROMPT YOU TO CONTACT BLUEBEAM AND MAY PREVENT USES OF THE SOFTWARE THAT ARE NOT PERMITTED.

1. **Acceptance.** Your use of the Bluebeam Studio Prime Service as described below is subject to these Terms of Service, the Bluebeam Studio Terms of Use Agreement, the Bluebeam End User License Agreement ("EULA") for Bluebeam Revu® and the Bluebeam Online Privacy Policy ("the Documentation"). The Documentation shall also include, without limitation, any printed materials or electronic data provided by or obtained from Bluebeam with regard to Studio Prime. You can find the most recent EULA and Privacy Policy respectively at <http://bluebeam.com/studio/termsofuse/>, <http://www.bluebeam.com/Revu/EULA> and <http://www.bluebeam.com/us/company/privacy-policy.asp>. Studio is run and operated by Bluebeam, and by choosing to accept these Terms of Service, You agree to be bound by a) the Documentation and b) the laws of the United States of America.
2. **Software License.** Subject to the payment of all applicable license fees, and the terms and conditions of these TOS, Bluebeam hereby grants to You a limited, non-sublicensable, non-exclusive, non-transferable right to use the Software Services in the manner and for the purposes described in the Documentation.
3. **User Level.** You may not have more Users than the Allowed Number of Users within Your selected User Level. The User Level and the Allowed Number of Users is indicated on the accompanying Invoice issued by Bluebeam or is communicated through Your reseller.
4. **Annual Subscription Fee and Renewal.** The annual subscription fee for Studio Prime licensing is based on the selected User Level. The pricing for each Renewal year will be determined by BLUEBEAM'S pricing on the Renewal Date as posted on BLUEBEAM's website ("Current Pricing"). For customers residing in the United States and Canada, MSRP is listed on BLUEBEAM'S website (www.bluebeam.com) in US dollars. For all other customers, BLUEBEAM'S international websites contain Global Pricing and are subject to the currency exchange rates. Unless otherwise agreed to in writing and signed by BLUEBEAM, the terms of this Agreement will apply to all future Renewals. The subscription will be renewed at the same User Level unless a request to change User Levels is made at least five days prior to the Renewal Date. BLUEBEAM agrees to provide a reminder to You at least thirty (30) days in advance of the Renewal Date. On the Renewal Date, an invoice will be issued if purchased directly through BLUEBEAM or your credit card will be charged. For any orders placed through a third party, it will be YOUR responsibility to renew the annual subscription prior to the expiration date. Fees for the annual subscription are non-transferable. Refunds are only given within 30 days of the initial subscription. You must notify BLUEBEAM within 30 days of the Start Date to receive a refund. After the initial 30 days have passed, all fees are nonrefundable. There are no refunds for renewals.
5. **Change of User Level.** At any time during the current paid for period, You may request a change for the current or upcoming year to an appropriate User Level. If you want to change your User Level, the prorated fee paid for the remainder of the subscription period will be applied to your current subscription. If no changes are made prior to Your Renewal Date, and you do not cancel, you will be renewed at the same User Level at the Current Pricing. No refunds will be given, even if you decrease your User Level and the prorated fee for the remainder of the year is greater than the new subscription. Any attempt to change to a User Level supporting less than the Current Total Users will not be accepted.

6. **Payment Terms.** On the Start Date and subsequent Renewal Dates, You agree to pay, up-front the Annual Subscription Fee for one year. If the Annual Subscription Fee is not paid within thirty days of the Start Date or Renewal Date, BLUEBEAM has the right to revoke access to Software Services and terminate the license, preventing further access under this license. To regain access, You will have to purchase a new User Level based on your Current Total Users at the Current Pricing with a Renewal Date twelve (12) months from the new start date. Bluebeam may increase the Annual Subscription Fee, which increase will be no more than 10% than the previous year.

7. BLUEBEAM reserves the right to periodically conduct audits upon a thirty (30) day advance written notice to verify compliance with the terms of these TOS.

8. **BLUEBEAM Customer Contact.** If You have any questions concerning these TOS, or if You would like to contact BLUEBEAM for any other reason, please call (626) 788-4100, or write: Bluebeam, Inc., 55 South Lake Ave., Suite 900, Pasadena, California 91101 USA, Attention: Account Services. You may also reach us at <http://www.bluebeam.com/us/contact>.

Please provide the information (Name, phone number and valid Studio ID) for the Studio account to which the Studio Prime license will be assigned. The assigned Studio account can be changed at a later date, without any effect on these TOS, but a Studio Prime license cannot be issued without being assigned to a Studio account. For directions on how to create a Studio ID go to <http://www.bluebeam.com/createstudioaccount>.

Name: _____

Phone number: _____

Studio ID (email used to access Studio): _____

Initial Subscription Start Date: _____

Renewal Date: _____

To renew the annual subscription for my Level I agree to send payment to my reseller on or by the Start Date and subsequent Renewal Dates.

By signing below, I agree, on behalf of the Licensee, to be bound by the Documentation and the laws of the United States of America.

LICENSEE: _____

Signature: _____
Name (Printed): _____
Title: _____
Date: _____

APPROVED AS TO FORM:

 2/13/20

SCHUYLER A. CAMPBELL Date
Deputy City Attorney