

WireCAD Terms and Conditions 2021

Disambiguation

Holbrook Enterprises, Inc. (HEI) does business as WireCAD. For disambiguation purposes, HEI shall be used in this document when referring to the organization and WireCAD shall be used when referring to the Application.

The terms “We,” “Us,” and “Our,” shall refer to HEI. The terms “You,” “Your,” and “Yours,” shall refer to your organization.

The terms “Program,” and “Application,” shall refer to the WireCAD application executable object code.

The terms “Plugin,” “Plug-in,” “Modifications,” “Modification,” “Code,” or “Coding,” shall refer to specific modifications of the Program.

Billing Address

Please remit all payments to:

Holbrook Enterprises, Inc.

1112 6th Street South

Nampa, ID 83651

Payment Options

Credit Card

If purchasing with a credit card, HEI will deliver keys via email upon acceptance of your charge by your financial institution. If we encounter a chargeback we will disable the key(s) until such time as payment can be made via cashier's check.

Purchase Order

Typically HEI provides a net 10 payment schedule unless otherwise agreed upon. Your key(s) will be issued upon receipt of your purchase order. Failure to pay within the agreed terms will result in the disabling of your key(s).

Licensing

Please see our End User License Agreement (EULA) for license information attached here as Exhibit A.

Terminology

The WireCAD license control scheme makes use of an Authorization Key, a unique machine signature, and a license server that leases activation to the machine which attempts to run WireCAD.

Activation: A means by which WireCAD understands that it has permission to start up.

Lease Period: The time frame in which the Activation is allowed to execute.

Lock: A non-expiring Lease Period.

Float: A Lease Period that expires upon WireCAD shutdown.



Authorization Key: A string of characters that will be issued to you via email upon purchase.

Machine ID: The current machine's unique signature.

License Server: Issuer of activations. Our license server is at www.wirecad.com.

Seat: A concurrent user license. Purchase of one seat of WireCAD means that one user may use WireCAD at a time. If you need more users to access WireCAD at the same time you will need to purchase additional seats (licenses).

Floating Licenses

WireCAD supports floating licenses. If you choose to use this function it is built in to all product levels and for subscription keys. You may disable this feature by selecting the Lock option on the License Usage section of the Control Software Activation dialog. Choosing to do so limits that Authorization Key to that machine only.

Installation Limitations

You may install WireCAD on any number of machines. You will only be able to launch WireCAD on as many machines as your license count supports. The default license count is 1. If you require more than one concurrent user you will need to purchase additional licenses to meet your needs.

Authorization Key Options

HEI will issue a new Authorization Key for every seat purchased. If you would prefer to manage a single Authorization Key we can consolidate key count. Doing so renders the source keys invalid but increments the main key's license count, thus allowing more users to access the software via the consolidated main key.

NOTE: HEI staff cannot consolidate the key count of any key that is currently activated in Lock mode.

Machine Failure Licensing Recourse

If your machine fails catastrophically and you are using the floating license scheme, one of two things will happen:

1. You can wait for your Activation Lease to expire. This usually takes one to two days.
2. Certain products that we offer allow the user to disable an activation from your Serial Keys interface at www.wirecad.com.
3. Contact the HEI sales team. They can manually expire the lease for you. You will need your Authorization Key and company name, as well as the machine name of the machine that failed.

If the license has been Locked to the machine, depending on the product, you will need to fill out and return an **Affidavit of Machine Failure** attesting to the fact that the machine **CANNOT** and **WILL NOT** run WireCAD **EVER** again.

NOTE: HEI staff will not casually reset Locked leases. We cannot help if you have accidentally left your key Locked to another machine. You must attest to the machine failure as stated above.

License and Assurance Expiration If you have purchased perpetual licenses they do not expire. Perpetual products are accompanied by the first year of Assurance. Subsequent year's Assurance may be purchased in one-year increments. If you have purchased one of our Subscription products they expire based on the term purchased. Subscription products include

all Assurance benefits. Subscriptions must be purchased with a credit card and will attempt to auto-renew at the end of the term. You may request to cancel subscription products at any time.

Primary Contact

The person from your organization that is the primary contact will have the key(s) associated with their account. Notifications will go to the email associated with the Primary Contact. If your organization needs to change the Primary Contact send us an email from the domain of record of the current Primary Contact requesting the change. We will transfer keys to the account of the new Primary Contact.

Linked Keys

HEI can, at the direction of the Primary Contact, link keys with other users. The primary benefit of linked keys is the ability of the linked user to see key activation status and receive copies of notifications.

Term

HEI reserves the right to change any of the terms and conditions at any time without notice.

Assurance

WireCAD XLT, PRO, and CMS include the first year of WireCAD Assurance. If, during the first year, we release a new major version you will receive new authorization keys. WireCAD versions can install side-by-side so that you can be comfortable with the upgrade before transitioning from major versions. Minor version updates are also included with your Assurance but do not require a new key.

Some of the benefits of maintaining current Assurance are:

- Direct connect support.
- Major and minor version upgrades and hotfixes.
- Priority technical support.
- New samples, tips and how-to topics from time-to-time.
- Discounts on training.
- Access to beta products.
- Assurance Price Lock guarantees that your annual Assurance rate will not increase year-to-year as long as you remain current.

Priority Technical Support

If you need technical support call, email, or open a ticket.

Support hours are between 10:00-18:00 GMT-7 (US Mountain Standard Time) weekdays.

Direct connect support can be scheduled outside the posted hours.

We respond to all support requests usually within 24 hours during non-holiday weekdays.

Support requests received on weekends and holidays will be answered on the next business day.

Non-Priority Technical Support

If your Assurance has expired and you still need support please submit a ticket. We will get to it at our earliest convenience. We do not charge for this service.

Assurance Renewal and Price Lock

Upon your purchase anniversary we will invoice you for Assurance renewal. Renewal pricing is indexed to your list price at 60%. For example: if you purchased WireCAD CMS for \$7000.00 your Assurance will be \$4200.00, or $7000 * .6 = 4200$. We will never change that price to you unless you fail to renew. Failure to renew **ALL SEATS** within your order will result in a loss of price lock. You will still receive discounted pricing but it will be indexed to the current List Price.

Upgrades

HEI does not sell upgrades. We renew Assurance at which point you are eligible for the latest versions. Renewal of Assurance applies only to the product level which was initially purchased. In other words, you cannot purchase XLT initially and renew at the CMS level later. If at anytime you decide that you need a higher product level you may purchase a replacement Authorization Key for the additional functionality. You will pay the difference in product levels. Your original Authorization Key will be disabled and a new key issued which allows access to the higher level.

Downgrades

We do not offer Downgrades or refunds.

Update Eligibility

You are eligible for Major and Minor program updates only if you have current Assurance.

Assurance Renewal Grace Period

We will keep your price lock active for thirty (30) days after your Assurance expiration date. If you renew during your grace period all benefits and price locks will remain intact. If you renew on day 31 you will lose your price lock. Please note that updates will not be available while you are in your grace period. Upon renewal, you will regain eligibility to update.

Renewal Notifications

Notifications of Assurance renewal will be sent to the primary contact on the account as well as . However, we cannot be held responsible if the notification does not reach that person. It is up to you to make sure that your Assurance is current.

Support Only Option

If you wish to purchase priority technical support only it is available at 15% of the current list price for the product level purchased. This product does not include major/minor program updates. This product does not include a price lock. If you purchase this product and wish to purchase a major product update you will pay an additional 45% of current list.

Refunds

We do not offer refunds of any kind or for any reason. All HEI products are try-before-you-buy software. We assume that you have already determined suitability for your use.

Custom Programming

WireCAD is built on the WireCAD Framework Software Development Kit (SDK). This includes the ability to create plugins that integrate tightly with WireCAD, or write scripts that perform specific tasks when manually executed. HEI will program your first script at no charge (one hour programming time maximum). Scripts can be compiled to plugins which can have graphical user interface elements.

HEI retains the rights to all intellectual property associated with customizations that it creates. You will be purchasing a license to its use. HEI reserves the right to incorporate any or all of the

customization into the Program solely at its (HEI's) discretion. You warrant that you will not distribute the assembly, object code, or dynamically linked library (DLL) to anyone outside your organization. HEI reserves the right to license all or portions of the customization to other organizations providing that any of your branding is removed. The license shall not expire. Support will be provided as long as your Assurance is current. If we compile your plugin and then issue a major program update we will recompile to the new version only if your Assurance is current.

Subject to Change

HEI reserves the right to change these terms and conditions without prior written notice.

Exhibit A

Please note that the following license agreement is included in the WireCAD Installer and must be agreed to before the installer will proceed.

License Agreement

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE OPENING THIS PACKAGE AND/OR BY USING THE SOFTWARE. OPENING THIS PACKAGE OR USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE PACKAGE TO THE LOCATION WHERE YOU PURCHASED THE SOFTWARE, UNOPENED WITH PROOF OF PURCHASE, AND YOUR MONEY WILL BE REFUNDED.

Holbrook Enterprises, Inc. provides this program and licenses its use.

Holbrook Enterprises, Inc. retains the ownership of this product.

LICENSE

Permitted Uses/You May:

- * Use the software on any computer provided the software is used on only one computer and by one user at a time.
- * Copy the program into any machine readable or printed form for backup or modification purposes in support of your use of the program on a single machine.

Prohibited Uses/You May not:

- * Make copies of the documentation or software, except as noted above.
- * Distribute, rent, sub-license, transfer, or lease the software or documentation.
- * Alter, modify or adapt the software or documentation, including, but not limited to, translating, decompiling, disassembling, or creating derivative works.

This license and your right to use the software automatically terminate if you fail to comply with the provisions of this License Agreement.

TERM

The license is effective until terminated. You may terminate it at any other time by destroying the program together with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the program together with all copies, modifications and merged portions in any form.

IF YOU TRANSFER POSSESSION OF ANY COPY, MODIFICATION OR MERGED PORTION OF THE PROGRAM TO ANOTHER PARTY, YOUR LICENSE IS AUTOMATICALLY TERMINATED.

TRADE SECRET

You acknowledge that the software constitutes valuable trade secret information that is the exclusive property of Holbrook Enterprises, Inc.

Automatic Updates

Holbrook Enterprises, Inc. may periodically check the web for updates. No personal information will be transferred.

LIMITED WARRANTY

Holbrook Enterprises, Inc. warrants for a period of 30 days from the date of original delivery to you that the program will substantially conform to the published specifications and to the documentation, provided that it is used on the computer hardware and with the operating system for which it was designed.

Holbrook Enterprises, Inc. warrants the diskette(s) on which the program is furnished, to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. This warranty gives you specific legal rights. You may have other rights that vary from state to state.

DURING THE WARRANTY PERIOD, IF THE SOFTWARE DOES NOT PERFORM AS WARRANTED, YOUR EXCLUSIVE REMEDY SHALL BE TO SEND THE SOFTWARE TO HOLBROOK ENTERPRISES, INC. WHICH SHALL, AT ITS OPTION, EITHER REFUND TO YOU THE PRICE PAID OR REPAIR OR REPLACE THE SOFTWARE. To the extent permitted by applicable law, Holbrook Enterprises, Inc. disclaims all other warranties, either or implied, including, but not limited to, warranties of merchant ability and fitness for a particular purpose. Holbrook Enterprises, Inc. makes no warranty as to title. No Holbrook Enterprises, Inc. dealer, distributor, agent, or employee is authorized to make any modification or addition to this warranty.

LIMITATION OF LIABILITY

Because programs are inherently complex and may not be completely free of errors, you are advised to validate your work. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HOLBROOK ENTERPRISES, INC. OR ANY OF ITS PRINCIPALS OR AGENTS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM OR DOCUMENTATION, even if advised of the possibility of such damages. Specifically, Holbrook Enterprises, Inc. is not responsible for any costs or damages including, but not limited to, those incurred as a result of lost profits or revenue, loss of use of the computer program, loss of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for other similar costs. IN NO CASE WHATSOEVER SHALL HOLBROOK ENTERPRISES, INC.'S LIABILITY EXCEED THE PRICE PAID FOR THE LICENSE TO USE THE SOFTWARE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Should you have any questions concerning this Agreement, you may contact:

Holbrook Enterprises, Inc. by writing to:

Holbrook Enterprises, Inc.

1112 6th Street South

Nampa, ID 83651

(661) 253-4370

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.