

END-USER SOFTWARE LICENSE AGREEMENT

IMPORTANT NOTICE:

The software you seek to install or previously have installed from B&B FRP Manufacturing Inc. (herein referred to as the "Software") is licensed only on the condition that you agree to the terms and conditions set forth below. PLEASE CAREFULLY READ THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT AND THE PRIVACY POLICY.

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE SELECT THE BOX ON THIS PAGE LABELED "I ACCEPT," AT WHICH TIME THE SOFTWARE WILL BE INSTALLED ON YOUR COMPUTER.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE SELECT THE BOX ON THIS PAGE LABELED "I DO NOT ACCEPT," WHICH WILL TERMINATE THE SOFTWARE INSTALLATION.

IF THE SOFTWARE IS ALREADY INSTALLED AND LICENSED, YOU HAVE ALREADY AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR SOMEONE HAS DONE SO ON YOUR BEHALF.

THE TERMS OF THE SOFTWARE

The Software that you are about to access is a structural analysis tool developed by iEE Solutions Inc. and AGECS Inc. (herein referred to as "Vendor") for B&B FRP Manufacturing Inc. This End-User Software License Agreement (this "Agreement") sets forth the terms under which you, as an individual or entity authorized by Vendor (or, for entities, any employee or agent you authorize to use the Software) ("you"), may use the Software.

Access to and use of the Software is by permission of Vendor only, and only for applicants who accept this Agreement. Vendor may grant or withhold approval in its sole discretion.

Based on the foregoing and for other good and valuable consideration, you and Vendor agree as follows:

1. NATURE OF AGREEMENT

This Agreement is a legal contract made between you and Vendor. This Agreement contains the terms and conditions with which you must comply in order to access and use the Software.

2. LICENSE GRANT

Standalone License. Vendor hereby grants to you one nonexclusive, nonassignable, nontransferable, nonsublicensable license, for your internal use only on one single computer concurrently (unless a network license was purchased, see below), for the term of this Agreement, to access and use the Software and any user's guides, specifications, and other related documentation available, whether hard copy or online (the "Documentation"), subject to the terms and conditions of this Agreement.

Network License. If a Network license is offered and was purchased, you are granted a nonexclusive, nonassignable, nontransferable, nonsublicensable license, for your internal use only, for installation or storing the Software on multiple computers connected by a local internal network to a license server. The Software may then be run on these computers provided enough concurrent user licenses are acquired and dedicated for each separate computer that will run the Software concurrently.

Beta and Evaluation Version License. Some of the Software may be licensed on a beta or evaluation basis, which is not intended for commercial or professional use. Your rights to use beta or evaluation software are limited to the time period specified by Vendor. BETA AND EVALUATION SOFTWARE IS LICENSED “AS-IS”.

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Geographic Restriction. The Software may only be used in the country identified when the software license was purchased as the country where the software will be used. Pre-existing Global Licenses are not restricted geographically.

License Key. During the term of this Agreement, Vendor periodically may issue a license key (file, activation key, internet-based account, or other similar method) to enable the Software to execute on the computer or server designated by you.

Condition of Payment. The license granted herein is conditioned upon payment in full for the Software in advance of your use of the Software.

3. OWNERSHIP OF SOFTWARE

Vendor retains all rights to the Software and the Documentation not specifically granted in this Agreement. Vendor owns the Software and the Documentation and all copyright and other intellectual property rights therein, and this Agreement does not transfer to you any title to or any proprietary or intellectual property rights in or to the Software, any updates or derivative works thereto, or the Documentation, or any copyrights, patent rights, or trademarks embodied or used in connection therewith, except for the rights expressly granted in this Agreement. The Software and the Documentation are protected by the federal laws of Canada applicable therein without regard to conflict of laws, rules and principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded. YOU MAY NOT USE, COPY, OR MODIFY THE SOFTWARE, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

4. RESTRICTIONS

To the maximum extent permitted by law, you shall not (a) modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software; (b) rent, lease, loan, sell, sublicense, distribute, transmit, network, or otherwise transfer the Software access to any third party; (c) make any copy of or otherwise reproduce or display the Software (or any of the browser screens comprising the Software user interface) except for those copies necessarily made by the personal computer and Internet browser that are running the Software; (d) use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the Software indirectly through the licensed computer; (e) disclose your license key provided by Vendor; or (f) disclose your User ID or Password to any third party. You agree to take all reasonable steps to safeguard your User ID and

Password for the Software so as to ensure that no unauthorized person will have access to it, and that no persons authorized to have access will make any unauthorized use. You shall promptly report to Vendor any unauthorized use of the Software of which you become aware and shall take such further steps as may reasonably be requested by Vendor to prevent unauthorized use thereof.

5. SOFTWARE UPDATES

The Vendors reserves the right to revise this software program and make changes from time to time to the content of the software program and any accompanying written materials, including this license agreement.

6. YOUR OBLIGATIONS

You shall be solely responsible for the following: (a) providing all hardware, software, and communications capabilities required for use of the Software, as specified by Vendor; (b) generating, providing, and loading your data into the Software, including, without limitation, historical data to permit you to use the Software; and (c) providing and maintaining, at all times during the term of this Agreement, the Internet access necessary for your use of the Software.

The software is to be used solely by, or under the direct supervision of, a qualified structural engineer. The software cannot protect against an unsafe beam design if the beam is modeled incorrectly or is beyond the scope or capability of the software.

7. TERM AND TERMINATION

The license granted in this Agreement is effective in perpetuity, as long as you own the Software License and adhere to the terms and conditions of this Agreement. In cases of fixed-term or leased licenses, the term of this Agreement coincides with the term of the license, which is specified at the time of software installation. The term of this Agreement and the license grant herein shall commence on the date you agree to this Agreement and install the Software. In the event you install a Software upgrade, this license agreement terminates. This license shall also terminate automatically on your failure to comply with any of the other terms of this Agreement. On termination of this Agreement, you agree to promptly discontinue use of the Software, deactivate the license key per instructions provided by Vendor, destroy all printed copies and delete all electronic copies of any documentation that you have downloaded, printed, or created relating to the Software, and to ensure that no copies of any of the Software screens, data, or other content remain archived or otherwise stored on your computers. Notwithstanding termination, the provisions of Sections 3, 6, 7, 8, 9, and 10 of this Agreement shall survive and continue to apply.

8. CONFIDENTIALITY

You agree that you shall not disclose to any third party the Software or any portion thereof, any technical, product, or business information, or any information that Vendor identifies as confidential (collectively, "Confidential Information") related to the Software without the prior written consent of Vendor. You shall maintain the confidentiality of all Confidential Information and shall not use it for any purpose other than the performance of this Agreement.

Notwithstanding the foregoing, Confidential Information does not include information that you can demonstrate was (a) publicly available at the time of disclosure, or later became publicly available through no act or omission by you; (b) in your possession before disclosure by Vendor; or (c) disclosed to you by a third party not in violation of any obligations of confidentiality to Vendor or to any third party.

9. PRIVACY AND COLLECTION AND DELETION OF PERSONAL OR SYSTEM INFORMATION

The Software may employ applications and tools to collect personally identifiable, sensitive or other information including personal information, network information, geographical information, information about the usage of the software, license information (key) expiration or machine information (including, but not limited to, information regarding the machine, system, disk ID, MAC address), collectively "Data."

The collection of this Data may be necessary to you and your users with relevant Software or Technical Support. Without access to this Data, we may not be able to verify your compliance with this Agreement, among other things.

By entering into this agreement or using the Software or Technical Support, you and your users agree to the collection, processing, copying, backup and storage of this Data in and from Canada or other countries or jurisdictions outside of your or your users' own as part of the Software or Support.

10. LIMITATION OF LIABILITY

This Software has been designed for use by qualified professional engineers. It is the user's responsibility to ensure that the input for the Software is complete and correct, and that the results provided by the Software are interpreted correctly and conform to any design codes, standards and government regulations which may apply. You are not entitled to receive damages from Vendor for any cause relating to this Agreement, to your use of the Software, to any services provided by Vendor under this Agreement, or to any services provided by any third party in connection with your use of the Software. In addition, in no event shall you be entitled to obtain any injunctive relief or enjoin, restrain, or otherwise interfere with Vendor or with the distribution, operation, development, or performance of the Software or any related products. IN NO EVENT SHALL VENDOR BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE SOFTWARE. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU ASSUME THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE. UNDER NO CIRCUMSTANCES SHALL THE VENDOR OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SOFTWARE OR THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, AND WHETHER ARISING OUT OF BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY

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11. TRADEMARKS

The Software and its logo are registered trademarks of the Vendor.

12. LIMITED WARRANTY AND DISCLAIMER

Vendor warrants that, as of the date on which the Software is purchased and for sixty (60) days thereafter ("Warranty Period"), the Software will provide the general features and functions described in the Documentation in effect on the date of purchase. Vendor's entire liability and your exclusive remedy during the Warranty Period ("Limited Warranty") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Vendor's option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the license fees, if any, paid by you and terminate this Agreement or the license specific to such Software. Such refund is subject to the discontinuance of the use of the Software, deactivation of the license key per instructions provided by Vendor, destroying all printed copies and deleting all electronic copies of any documentation that you have downloaded, printed, or created relating to the Software, and ensuring that no copies of any of the Software screens, data, or other content remain archived or otherwise stored on your computers, during the Warranty Period, and providing declaration of same to Vendor. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. VENDOR DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES. VENDOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN ADDITION, VENDOR DOES NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SOFTWARE AT ALL TIMES. YOU UNDERSTAND AND ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE SOFTWARE.

In no event shall Vendor or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use this Software, even if Vendor has been advised of the possibility of such damages.

13. GOVERNING LAW

This License Agreement is governed by the federal laws of Canada applicable therein without regard to conflict of laws, rules and principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded.

14. FORCE MAJEURE

If the performance of Vendor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Vendor, then Vendor shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

15. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

16. NO ASSIGNMENT

You may not assign this Agreement or any of the rights granted by Vendor hereunder, in whole or in part, without the prior written consent of Vendor, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

17. ATTORNEYS FEES

In the event of legal action brought by either party, the prevailing party shall be entitled to reimbursement of actual legal fees and related expenses.

18. MODIFICATION

This Agreement may be modified or amended at the sole discretion of Vendor.

19. EXPORT CONTROL

You agree to obey and comply with any and all applicable Canadian laws, rules, and regulations governing the export of software.

20. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this License Agreement shall not be affected

thereby. No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof, or of such party's right thereafter to exercise or enforce each and every right and provision of this License Agreement. This License Agreement supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.

21. ACKNOWLEDGEMENT AND EXCLUSIVITY

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 YOU AND VENDOR, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND VENDOR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, ALTERED, OR MODIFIED EXCEPT IN WRITING AND SIGNED BY THE PARTIES.

PRIVACY POLICY

The Vendor is committed to maintaining the trust and confidence of our customers and web site visitors by protecting and respecting your privacy. We use personal data for purposes solely related to developing, selling, supporting and training structural analysis and design software. No data is sold, shared or transferred otherwise.

This policy (together with our terms of use and any other documents referred to on it) explains how personal data we either collect from you, or provided by you to us, is to be processed.

By visiting www.bandbfrp.com you are accepting and consenting to the practices described in this policy. For the purpose of the Data Protection, the data controller is B&B FRP Manufacturing Inc., 260 Hanlan Road, Toronto, Ontario, Canada L4L 3P6. Our offices can be reached by email at info@bandbfrp.com or (+1) 855-740-0377.

1. INFORMATION WE MAY COLLECT AND WHY WE COLLECT IT

Information you provide to us

You may give us your personal information by filling in forms on our site www.bandbfrp.com (our site) or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you participate in discussion boards or other social media functions on our site, or any other activity carried out from time to time on the website where we may use data collection and also when you report a problem with our site. The information you give us may include your name, address, e-mail address, phone number, place of employment and job title.

Information we collect about you

We may collect personal and technical information, including

- a) name, organization, email address
- b) internet protocol (IP) address used to connect your computer to the Internet
- c) your login information
- d) download, install, licensing, and product use history for the Software products
- e) browser type and version
- f) time zone setting
- g) browser plug-in types and versions
- h) operating system and platform

2. COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

3. EMBEDDED CONTENT FROM OTHER WEBSITES

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that website.

4. ANALYTICS

How do we use your information?

If information is provided by you to us, we use your information

- a) to carry out our obligations to you as a result of any contracts entered into between you and us and to provide you with the information and services that you request from us
- b) to provide you with information about other services we offer that are similar to those that you have already inquired about
- c) to notify you about changes to our products and services, or sales offers
- d) to ensure that content from our site is presented in the most effective manner for you and for your computer

If information about you is collected by us, we will use the data

- a) to administer our site and for internal operations, including troubleshooting, testing, research, business statistical analysis and reporting purposes
- b) to improve our site to ensure that content is presented in the most effective manner for you and for your computer
- c) to allow you to participate in interactive features of our service, when you choose to do so
- d) to keep our site safe and secure
- e) to make suggestions and recommendations to you and other users of our site about products and services that may interest you or them.

Information we receive from other sources. We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Who we share your data with?

We may share your personal information with any member of our group (our subsidiaries and direct partners) and licensing support parties who engage or support the Software license sales and provide product support to you.

We may share your information with selected third parties including:

- a) Analytics and search engine providers that assist us in the improvement and optimization of our site.
- b) 3rd party data processors needed to aid in providing communication services (email and live webinar training or live product support) on our behalf. We will require them to observe the intent of this Privacy Policy.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use at www.bandbfrp.com and other agreements; or to protect the rights, property, or safety of the Vendor, our customers, or others.

By submitting your personal data, you agree to this transfer, storing or processing. We will take all reasonable steps to ensure your data is treated securely and in accordance with this privacy policy.

If the Vendor reasonably believes that you are or may be in breach of any applicable laws (e.g. because content you have posted may be defamatory), we may use your personal information to inform relevant third parties such as your email/internet provider or law enforcement agencies about the content and your behaviour.

Should the Software be sold to or purchased by an external company in the future, the purchasing company will have ownership and access to all personal data held and managed by the Software, to be used by the purchasing company for the same purposes only as outlined in this policy, and for which you had consented to.

Understand that, the transmission of information via the Internet is not always completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

The Software may offer links from our website or emails to other websites, solely as a convenience to you. Using these links will result in your leaving the Software website. We are not responsible for, nor do we accept liability for, the personal information collection, use and disclosure practices of other entities to which our website may link. You should consult the privacy policy of these other organizations before providing personal information on their websites.

5. FUTURE PRIVACY POLICY CHANGES

Any future changes to our privacy policy will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.