

BY USING THE SERVICE OR CLICKING “AGREE” CUSTOMER IS AGREEING TO BE BOUND BY THIS AGREEMENT. IF CUSTOMER IS AGREEING TO THIS AGREEMENT ON BEHALF OF OR FOR THE BENEFIT OF ITS EMPLOYER, THEN CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON ITS EMPLOYER’S BEHALF.

These Terms of Service define the terms by which you may use the www.accuwin.com website (“Website”) and related service (the “Service”), and are an agreement between you and Accuwin, LLC (“Accuwin” or “we” or “us”) By using this Website and Service, you expressly acknowledge that you have read, accept, and agree to be bound by these Terms of Service, as well as any applicable laws hereunder. You should not use this Website and/or Service, if you do not agree to these Terms of Service.

We may modify our Terms of Service at any time without notice or in our sole discretion, and any amendments will apply immediately. Your continued use of this Website and Service after any amendments shall signify your acceptance of the amendments. You should return to this page from time to time in order to ensure that you are aware of any changes. The Privacy Policy posted to our Website also forms part of these Terms of Service. We may at any time modify the Privacy Policy or introduce new policies regarding the use of this Website and Service. Any reference to our Terms of Service includes all such policies.

1. SOFTWARE-AS-A-SERVICE: This agreement provides Customer access to and usage of an Internet based software service as specified on an order and as further outlined on the Website. The Service enables Customers to efficiently upload information necessary to create a project bid for the repair or replacement of windows (“Bid”).
 - A. Customer Owned Data: The Services allow a Customer to uploaded certain information, text, graphics, videos, or material (“Customer Content”). By posting Content on or through the Service, Customer represent and warrant that: (i) the Customer owns and/or has the right to use the Customer and has the right to grant Accuwin the rights and license as provided in this agreement, and (ii) that the posting of the Customer Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.
 - B. Customer retains any and all of its rights to any Customer Content submitted, posted or displayed on or through the Service and Customer is responsible for protecting those rights. Accuwin takes no responsibility and assume no liability for the Customer Content Customer or any third party posts on the Website or through the Service or for the success of any Bid or the contents or accuracy of any information in the Bid. However, by posting Customer Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. Customer will not use the Services or any Bid to commit fraud or engage in any conduct that would otherwise violate applicable laws.

- C. Customer Responsibilities: Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Accuwin promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the terms stated on the Website and applicable law.
2. **DISCLAIMER: ACCUWIN DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE ACCUWIN TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, ACCUWIN DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
 3. **PAYMENT:** We grant access to use our Services on a per user basis, so each Customer is required to maintain an individual account to our Services. Customer will be billed upon the delivery of the Services on the Website for each Bid ordered. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.
 - A. **Payment Methods:** Customer shall provide Accuwin with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, Customer automatically authorizes Accuwin to charge all fees incurred through your account to any such payment instruments up.
 - B. Should automatic billing fail to occur for any reason, Accuwin will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.
 4. **CONFIDENTIALITY:**
 - A. **Definition of Confidential Information:** Confidential Information means all non-public information disclosed by Accuwin (“Discloser”) to the Customer (“Recipient”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“Confidential Information”). Accuwin’s Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout, and pricing information).
 - B. **Protection of Confidential Information:** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any

Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

C. Exclusions: Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

D. Accuwin uses reasonable security measures to protect any Customer Content.

5. PROPRIETARY PROPERTY:

A. Reservation of Rights: The software, workflow processes, user interface, designs, know-how, and other technologies provided by Accuwin as part of the Service are the proprietary property of Accuwin and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Accuwin. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Accuwin reserves all rights unless expressly granted in this agreement.

B. Restrictions: Customer may not (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

C. Aggregate Data: During and after the term of this agreement, Accuwin may use non-personally identifiable Customer Data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.

6. TERM AND TERMINATION:

A. Term: This agreement continues until all orders have terminated.

- B. Suspension for Non-Payment: Accuwin may temporarily suspend or terminate, or both, the Service if Customer's payment is past due.
 - C. Maintenance of Customer Data: Accuwin has no obligation to maintain the Customer Data and may destroy it.
 - D. Return Accuwin Property Upon Termination: Upon termination of this agreement for any reason, Customer must pay Accuwin for any unpaid amounts, and destroy or return all property of Accuwin. Upon Accuwin's request, Customer will confirm in writing its compliance with this destruction or return requirement.
 - E. Suspension for Violations of Law: Accuwin may temporarily suspend or terminate the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law.
7. LIABILITY LIMIT:
- A. EXCLUSION OF INDIRECT DAMAGES: Accuwin is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits), even if it knows of the possibility of such damage or loss.
 - B. TOTAL LIMIT ON LIABILITY: Accuwin's total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 6-month period prior to the event that gave rise to the liability.
8. INDEMNITY: If any third-party brings a claim against Accuwin, or requires Accuwin to respond to a legal process, related to Customer's acts, omissions, Customer Content or any violation of the terms of this agreement or the Privacy Policy, Customer must defend, indemnify and hold Accuwin harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim or request.
9. GOVERNING LAW AND FORUM: This agreement is governed by the laws of the State of Colorado (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Denver County, Colorado, and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

10. OTHER TERMS:

- A. Entire Agreement and Changes: This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous

negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

- B. No Assignment: Customer may not assign or transfer this Agreement without Accuwin's consent.
 - C. Independent Contractors: The parties are independent contractors with respect to each other.
 - D. Enforceability and Force Majeure: If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.
 - E. Money Damages Insufficient: Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
 - F. No Additional Terms: Accuwin rejects additional or conflicting terms of any Customer form-purchasing document.
 - G. Order of Precedence: If there is an inconsistency between this agreement and an order, the order prevails.
 - H. Survival of Terms: Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive.
 - I. Feedback: By submitting ideas, suggestions or feedback to Accuwin regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Accuwin an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
11. UPDATES: We reserve the right to modify this privacy statement at any time, so please review it frequently.
12. CONTACT: