



End User License for OmniClass®

PLEASE READ THIS END USER LICENSE ("LICENSE") CAREFULLY BEFORE DOWNLOADING OMNICLASS FILES ("OMNICLASS PRODUCT"). BY DOWNLOADING OR USING THIS OMNICLASS PRODUCT, YOU ACKNOWLEDGE THAT YOU READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS LICENSE.

IF YOU DO NOT AGREE WITH THIS LICENSE, DO NOT DOWNLOAD OR USE THE OMNICLASS PRODUCT AND EXIT THIS PAGE.

1. Grant of License

The Construction Specifications Institute, Inc. ("CSI") grants to you a non-exclusive, non-transferable license to use, copy or implement the OmniClass Product that you are downloading for nonprofit, personal or commercial use, subject to the following terms.

2. Restrictions

a. You must always:

- Present OmniClass numbers and titles exactly as those numbers are presented in the OmniClass tables at <http://www.omniclass.org>.
- Include on your implementations or republishing of OmniClass documents: 1) the web link <http://omniclass.org>; 2) the copyright notice "© 2014 Construction Specifications Institute, Inc."; and 3) the version, release date and status of the OmniClass documents that you are implementing or republishing.

b. Without CSI's prior written approval, you must never:

- Modify the OmniClass Product;
- Create modified or altered versions of the OmniClass Product;
- Resell the OmniClass Product;
- Print hard copies for commercial purposes;
- Present the OmniClass numbers and titles in a way that suggests those numbers and titles include or reflect the content of any other classification system;
- Remove CSI's copyright notices from the OmniClass Product;
- Use the trademarks associated with the OmniClass Product or any other trademark that is likely to be confused with those trademarks; or
- Export the OmniClass Product.

3. New Classification Content.

You may suggest new classification content ("Proposed Content") to a table in the OmniClass Product provided your Proposed Content is no larger than two percent of that OmniClass Product table. Submit your Proposed Content in writing to CSI at omniclass@csi.org. If you want to present Proposed Content that is larger than two percent of an OmniClass Product table, please follow the process outlined in the OmniClass Development Committee Development and Consensus Procedures available from CSI.

Your proposal must include 1) the number, title and description of the scope and details of the Proposed Content; 2) details of the correct table and location within the table for the Proposed Content; 3) adjustments to the title of that location to ensure that the title fully describes the scope and content of the Proposed Content; 4) the reasons to add Proposed Content; and 5) a summary showing that Proposed Content is not already represented by a standard classification in the OmniClass Product.

You may, while waiting for CSI to accept or reject your Proposed Content, share that Proposed Content with people or entities: 1) with whom you have a contractual relationship and not the general public; 2) who you have told that the Proposed

Content is separate from the OmniClass Product until CSI approves the Proposed Content; and 3) who will use the Proposed Content with the OmniClass Product to complete a project.

You may not represent your Proposed Content as part of the OmniClass Product until CSI approves that Proposed Content.

CSI may reject your Proposed Content for any reason or no reason. If CSI requests, you will revise your Proposed Content. If CSI approves your Proposed Content, the Proposed Content will become part of the OmniClass Product and you will not own the Proposed Content further.

4. Ownership

You do not get any ownership rights in the OmniClass Product through this License or your use of the OmniClass Product. Your use of the OmniClass Product is temporary and CSI may terminate it at any time for any or no reason. CSI exclusively retains all ownership of the OmniClass Product during and after this License expires or is terminated.

The OmniClass Product is protected by United States copyright and trade secret laws and by international treaty provisions. The OmniClass Product name is protected by United States trademark laws. Except as provided below, CSI exclusively retains all intellectual property rights in the OmniClass Product during and after this License expires or is terminated.

Some OmniClass Product tables may be based on other copyrighted sources. You may need to contact those sources separately to use their content.

This provision survives License termination or expiration.

5. Confidentiality

You acknowledge that the OmniClass Product contains CSI proprietary trade secrets. You agree to maintain the confidentiality of the OmniClass Product using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. This provision survives License termination or expiration.

6. No Warranty

THE OMNICLASS PRODUCT IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, CSI DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THAT WAIVE OR EXCLUSION MAY NOT APPLY TO YOU. THIS PROVISION SURVIVES LICENSE TERMINATION OR EXPIRATION.

7. Limitation of Liability

CSI WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE OMNICLASS PRODUCT EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO THAT EXCLUSION OR LIMITATION OF LIABILITY NOT APPLY TO YOU. THIS PROVISION SURVIVES LICENSE TERMINATION OR EXPIRATION.

8. Termination

This License is effective until it is terminated by a) you, by destroying or returning to CSI all copies of the OmniClass Product in your possession or under your control; or b) CSI, for any reason, by notice to you.

When you receive CSI's termination notice, you must destroy or return to CSI all copies of the OmniClass Product and certify in writing that you have destroyed all known copies of the OmniClass Product.

9. License Modifications

CSI may modify this License at any time for any reason. When it does, CSI will post the new license version to this website. Changes will be effective immediately but not retroactively. You should check the website regularly and, if you do not agree to a modified or new term of the License, you should discontinue your use of the OmniClass Product.

10. General

- This License a) will be interpreted and enforced under Commonwealth of Virginia law without regard to its conflict of law principles and any litigation arising from this License will be held exclusively in Alexandria, Virginia courts; b) may not be assigned by you without CSI's prior written consent; c) is the entire agreement between the parties, and supersedes any and all prior written or oral understandings between the parties with respect to its subject matter; and d) may be severed if any provision of the License is found to be unenforceable with the remaining provisions continuing in full force and effect as if the unenforceable portion did not exist.
- If a dispute arises out of or in connection with this License, a party must give the other party written notice of that dispute ("Dispute Notice"). If the parties are unable to resolve the dispute through amicable and confidential negotiation within 60 calendar days (or a longer period as the parties may agree) after the Dispute Notice date, the parties will submit the dispute to final and binding arbitration to be conducted privately and confidentially in or near Alexandria, Virginia by a single arbitrator who is a member of the panel of former judges that makes up the Judicial Arbitrator Group ("JAG"), any successor of JAG, or, if JAG or any successor does not then exist, any entity that can provide a former judge to serve as arbitrator. The parties agree that the award rendered by the arbitrator will be conclusive, and judgment on the award may be entered in any court having jurisdiction. This arbitration requirement does not prevent a party from seeking equitable, injunctive or emergency relief from a court of competent jurisdiction to preserve the status quo or to prevent irreparable harm pending final determination of the arbitration.
- This General provision survives License expiration or termination.