McGraw_Hill CONSTRUCTION "Initial Term" Choose One The McGraw-Hill Companies

Primary Address *MUST be phys addr-NO PO boxes* ☑ access/ship-to same as below		**Billing/Agency Address** ☐ access/ship-to same as below	
Company Name	CALIFORNIA ENERGY COMMISSION(CEC) DEMAND AN	Company Name	
Contact	GARY OCCHIUZZO, MS-22	Attn	
Title		Title	
Address	1516 9TH ST	Address	
City, ST Zip	SACRAMENTO, CA 95814	City, ST Zip	
Contact Email	gocchiuz@energy.state.ca.us	Attn Email	
Ph #	916-654-4779 Fax #	Ph #	Fax #

Sweets Media Contact Name/Ph#/Email:

TOTAL *SECTION "A"* AMOUNT		$ -
TOTAL *SECTION "B"* AMOUNT (Annual Amt) *(Excl one-time chgs)*	**- Contr Ref# - 0000000000**	$ -
TOTAL *SECTION "C"* AMOUNT (Annual Amt) *(Excl one-time chgs)*	**- Contr Ref# - 0000000000**	$ -
TOTAL *SECTION "D"* AMOUNT (Annual Amt) *(Excl one-time chgs)*	**- Contr Ref# - 0000000000**	$ -
TOTAL *SECTION "E"* AMOUNT (Annual Amt) *(Excl one-time chgs)*	**- Contr Ref# - 0000000000**	$ -
TOTAL *SECTION "F"* AMOUNT (Annual Amt) *(Excl one-time chgs)*	**- Contr Ref# - 0000000000**	$ -
TOTAL ONE-TIME CHARGES (Sections B, C, D & G) **- Billed on 1st Invoice**	**- Contr Ref# - 2396802 &** B,C,D from above	**$ 37,901.00**

TAX INFORMATION: Where required by law, tax will be added to the billings. If no sales tax, provide reason (Tax Exempt Certificate must be attached).

Subscriber(s) purchasing the Network using "Bucket Pricing" may not reduce # of seats during initial/renewal term.

Signature X _____ **Agreement Date** _____

Print Name X _____ **Title** _____

Method of Pmt: Choose One **Advanced Pmt Amt:** _____ **Pmt Reference:** _____

Sign below for credit card use: **PO Required for Payment - PO#:** _____

CC # _____ Issued To: _____

Sign: X Exp:

SEE MASTER AGREEMENT WHICH IS AN INTEGRAL PART OF THIS CONTRACT-ALSO LOCATED ON OUR WEBSITES INCL **www.construction.com**

Special Instructions:

NOTES:
(1) BSD = Stocks – Delivered Q1 '11 when CAS and CASC 2010 data are finalized; BSD splits to be based on CASC (starts completions) data.
(2) CAS = Starts (Permits) – Delivered Q1 '11 when CAS 2010 data is finalized.
(3) "CASC" = Starts (Completions) – Delivered Q1 '11 when CASC 2010 data is finalized.
(4) Data must be delivered in an Excel format compatible with MS Office 2007.

☑ *Check here if "Additional Special Instructions" are designated on the third page of this contract.*

SECTION A - Sweets Network

Cycle Yr _____ **Est Pub Date** _____ **Contr Type** Renewal **Sw Acct#:** _____
Billing Freq Annual **Elec Only Est Pub Date *(NEW Only)*** _____

Product	Show Quantity		
Enhanced Manuf Lstgs/Dir Ads	-	ads	Directory incl? Y
Detailed Product Listings	-	listings	
Supporting Pages Online	-	pages	
Green Information	-	documents	
Project Galleries	-	projects	
CAD Details	-	details	
3-Part Specifications	-	specs	
3D Models	-	Total #	
BIM Objects	-	Total #	

Main Sweets Administrator's Name: _____
Email (required): _____
Addr (incl city/ST/zip): _____
Phone #: _____
SNAP Spotlight: *N/A*
ROI Email Alerts Name: _____
Email(req): Choose Delivery

Subtotal (Annual Amt) $ -

SNAP Schedule: (Invoiced When Published)

	Freq Rate	Issue Dates	
☐ **Package**			$ -
☐ **Display**			$ -
☐ **Spotlights**			$ -

eNewsletters - Featured Product Listings: *(Invoiced When Published)*

	Freq Rate	Issue Dates	
☐ **Sweets Network Update:**			$ -
☐ **Sweets Green Products:**			$ -

Sweets Home Page: *(Invoiced When Published)*
Featured Product Listing: $ -

Production Charges: **3D Model Prod Chg: $ -** **BIM Model Prod Chg: $ -** $ -

Sweets Home Page, Other Online & Print Advertising - attach completed insertion order(s) $ -

TOTAL *SECTION "A" AMOUNT* $ -

Line below applicable when purchasing products or services within Sections B, C, D, E, F and/or G: "Initial Term" **Choose One**

Bill Eff Date: _____ **Bill Freq:** One Time **Repl Ref #:** _____

SECTION B - Network

Contract Type: Choose One **Contract Reference No.** 0000000000

Main Network Admin's Name: _____ **Email Address** (required): _____

Addr (incl city/ST/zip): _____ **Ph#:** _____

Rate Code(s) & Descr: _____

Service Level: Choose One **Content:** Choose One **Total Geography Charge:** $ -

Access Charge(s) [NETACC]: per seat pricing - # of authorized users ____ @ $ ____ + ____ @ $ ____ $ -

Bucket Pricing - up to & including ____ **# of seats** **Lump Sum Seat Cost** $ -

Other: Choose One **or** **Specify:** _____ $ -

TOTAL *SECTION "B"* AMOUNT (Annual Amount) ***(Exclusive of one-time charges)*** **$ -**

Network OneTime Options: Choose # of months backsvc (choice avail for Plus & Platinum only [NETBKS]) : 30 Days-No Chg $ -

Other: Choose One **or** **Specify:** _____ $ -

Check below for: **Total One-time Charges - Billed on 1st Invoice** **$ -**

☐ Media Leads [MEDLEAD] **Sweets Acct #** ☐ Incl [ENR] Subscription for each auth user for agreement term @ value of $10/subscription

SECTION C - Network Express

Contract Type: Choose One **Contract Reference No.** 0000000000

Main Network Admin's Name: 0 **Email Address** (required): 0

Addr (incl city/ST/zip): 0 **Ph#:** 0

Rate Code(s) & Descr: 0

Service Level: Choose One **Content:** Choose One

# of authorized users - up to & including 0 **# of seats** ***NOTE:*** Charge to access the Network has been waived.

Integration Software: Choose One *If integrator includes resale through 3rd party, show fee here:* $ -

Other: Choose One ***or*** **Specify:** 0

Network Express Feed Charge $ -

TOTAL *SECTION "C"* AMOUNT (Annual Amount) ***(Exclusive of one-time charges)*** **$ -**

Network Express OneTime Options: Choose One $ -

Check below for: **Total One-time Charges - Billed on 1st Invoice** **$ -**

N Media Leads [MEDLEAD] **Sweets Acct #** 0 N Incl [ENR] Subscription for each auth user for agreement term @ value of $10/subscription

SECTION D - Project Document Manager

Contract Type: Choose One **Contract Reference No.** 0000000000

PDM Admin's Name: _____ **Email Address** (required): _____

Addr (incl city/ST/zip): _____ **Ph#:** _____ **Fax#:** _____

PDM Product: Choose One **Maintenance:** Choose One $ -

 # Projects: Choose One $ - **# Users:** Choose One $ - $ -

Support [PDMSUP] Choose One $ - Hosting/File Cabinet Archive Fee: Choose One $ - $ -

PDM Collaboration Choose One $ - Collaboration Maint Choose One $ -

TOTAL *SECTION "D"* AMOUNT (Annual Amount) ***(Exclusive of one-time charges)*** **$ -**

Project Document Manager OneTime Options:

Set-up Fee: Choose One $ - PDM Software: Choose One $ - $ -

PDM Collaboration Choose One $ - $ -

Addt'l PDM One-Time Services: _____ $ -

Total One-time Charges - Billed on 1st Invoice **$ -**

SECTION E - Analytic Services

Contract Type: Choose One **Contract Reference No.** 0000000000

Analytics: N/A $ -

Other: _____ $ -

TOTAL *SECTION "E"* AMOUNT (Annual Amount) ***(Exclusive of one-time charges)*** **$ -**

SECTION F - Non-Network Svcs

Contract Type: Choose One

Contract Reference No. 0000000000

Non-Network: N/A **Other:** $ -

Access/Mail Charge(s): $ - **Mkt Ldr Maint Fee:** $ - $ -

Other: $ -

Reg Pub On-Line Dir Lstg[ODLRP]: Co Email: Co Ph#:

Co Addr (incl c,s,z): Co URL:

Territory or Service Descr *(incl Rate Code)* **:** **Service Type:** ☐ G ☐ H ☐ E **EPS Svc Type * :** Choose One

**** AN EXTRA FEE WILL BE CHARGED ($50) FOR EACH PROJECT THAT EXCEEDS THE SPECIFIED PROGRAM LEVEL***

TOTAL *SECTION "F"* AMOUNT (Annual Amount) ***(Exclusive of one-time charges)*** **$ -**

SECTION G - OneTime Services

Contract Type: New

Contract Reference No. 2396802

OneTime Analytics: BSD-BS - Buildng Stock Database **Other:** CAS-BS $9,132 and BSD-BS $28,769 $ 37,901.00

OneTime Non-Network: N/A **Other:** $ -

DML Software Charge*: For billing purposes, *amount to be included on Contr Ref # 0000000000 $ -

Other OneTime: $ -

TOTAL *SECTION "G"* AMOUNT 1x Charges Billed on 1st invoice **$ 37,901.00**

Additional Special Instructions:

Agreement Addenda Attachments: "Addenda A - Product Documentation Rev 10-15-2010" and "Addenda B - Formats & Definitions Rev 10-11-2010" list and describe product deliverabls, definitions, and deliverable dates. Both documents have been updated and serve as project documentation for this agreement. "Addenda C - CEC Terms & Conditions Amendment" amends paragraphs 8 and 9 of the terms and conditions of the present agreement. "Addenda D.1 - CEC Disclosure Policy Protocol - 10-11-2010.doc" and "Addenda D.2 - MHC-CEC Third Party Disclosure Release Rev 10-15-2010.doc" describe the McGraw-Hill Construction protocol by which the California Energy Commission may release Dodge data to third parties. All five addenda are expressly incorporated into this agreement. Term of Agreement: This Agreement shall commence upon date of approval by the California Department of General Services and shall terminate upon delivery of all products identified in Addenda A, or June 30, 2011, whichever occurs first.

SALES USE ONLY **Rep Contact** BERNADETTE JURICH/KEVIN IRELAND **Reg** 57 **Ter** 570 **COD Init**

MHC Acct # CIG#788336 **Billto Acct #** D11126026 ***SALES NOTE - Electronic contract MUST be emailed to GCO, OA for ALL orders.***

McGraw-Hill Construction Master Services Agreement

This Master Services Agreement ("Agreement") governs all products and services ordered by the entity signing hereunder ("Customer") and furnished by McGRAW-HILL CONSTRUCTION ("MHC"), a division of The McGraw-Hill Companies, Inc.

1. Products & Services (a) The products, data, software and/or services selected by Customer ("Services") and set forth on MHC's then-current order form, upon acceptance by MHC ("Order Form"), will be furnished by or on behalf of MHC and/or its licensors, vendors and suppliers ("Licensors"). The Services may include, without limitation, data, software, advertising services and/or printing services, as set forth on the Order Form.
(b) Subject to the terms and conditions of this Agreement, MHC hereby grants Customer a limited, non-exclusive, non-transferable license to permit only Authorized Users to access and use (i) the object code version of the software and related documentation (if any) included as part of the Services and identified on the Order Form ("Software") and/or (ii) the information, data, documents, plans, specifications and addenda (if any) included as part of the Services and identified on the Order Form ("Data"), solely for Customer's internal business purposes (the "License"). "Authorized User" means an employee of Customer who Customer authorizes to use the Services on behalf of Customer. The total number of Authorized Users and the term of the License (if any) shall be as specified on the Order Form, subject to termination as provided herein.
(c) Sharing of user passwords or IDs is strictly prohibited. In using the Services, Customer will comply with all laws and will not represent itself as any other party or otherwise provide any false or misleading information, and will ensure that Authorized Users comply with the foregoing. No portion of the Services may: (i) be copied, modified or sold, or disclosed, distributed, transferred or otherwise made available to others, in any way, without MHC's prior written consent; or (ii) be used in any manner that competes with MHC and/or the Services. Customer agrees to certify in writing, at MHC's request, whether Customer and all Authorized Users are in compliance with this Agreement, and MHC reserves the right to monitor and audit the use of the Services by Customer and/or any Authorized Users in order to ensure compliance with this Agreement. MHC may modify, add to or delete the Services or portions thereof, or change the media or the format of the Services, at any time in its sole discretion without liability to Customer, any Authorized Users and/or any other parties. To the extent commercially practicable, MHC will provide Customer with notice of any material change in the Services.

2. Customer Content (a) If specified on the Order Form, Customer shall provide MHC with certain content, information and/or materials owned or licensed by Customer ("Customer Content"). The Customer Content shall either be: (i) hosted by MHC on behalf of Customer in connection with Customer's use of the Services ("Hosted Content"); or (ii) published, displayed and/or distributed by MHC in connection with the Services ("Distributed Content"). Customer hereby authorizes MHC to host the Hosted Content in connection with Customer's use of the Services; and to publish, display and distribute the Distributed Content in connection with the Services through MHC's products and services as well as through the products and services of Licensors and MHC's resellers and distributors.
(b) Customer represents and warrants that: (i) Customer owns or possesses sufficient rights to the Customer Content to provide it to MHC hereunder and to allow MHC to use the Hosted Content, and to use, publish, display, distribute and make available the Distributed Content to others, without infringing or violating the rights of third parties; and (ii) the Customer Content is free from viruses or destructive properties (collectively, "Harmful Code"). MHC has the right, but not the obligation, to screen the Customer Content for Harmful Code. Customer and its users assume all risks, and MHC and its Licensors shall not be responsible or liable for disclosure, distribution or replacement of, or loss or damage to, any Customer Content, or for damage caused to Customer or to its users by Harmful Code, or for use by third parties of any Customer Content, whether or not authorized by Customer. MHC reserves the right to limit disk space for data hosted by or on behalf of Customer.
(c) MHC reserves the right to decide in its sole discretion what sections or subsections of the Customer Content (if any) will be classified or indexed. MHC has the right, but not the obligation, to edit or exclude any Customer Content that MHC deems in its sole discretion to be in any way (i) inaccurate, (ii) infringing on any intellectual property rights, (iii) misleading, disparaging, obscene or invasive of privacy, or (iv) otherwise offensive, inappropriate or unlawful. Customer is solely responsible for reviewing the form, content and quality of all Customer Content. MHC and its Licensors, resellers and distributors will have no responsibility or liability for errors or omissions in, or quality of, Customer Content.

3. Fees and Charges (a) Customer agrees to pay MHC's fees for the Services ("Fees"), as well as any applicable taxes, upon receipt of each invoice. MHC may increase or decrease the Fees at any time with or without prior notice, effective as of the next Renewal Term.
(b) If Customer elects to pay for the Services by credit card, Customer hereby authorizes MHC to charge Customer's credit card for the amount of the Fees set forth in each invoice, plus applicable sales tax and other charges. MHC will send the Customer an acknowledgement of any charges to the Customer's credit card account.
(c) Advertising services are subject to the following: (i) MHC reserves the right to charge back any multi-year discounts upon premature cancellation or reduction of service during the term of this Agreement; (ii) in the event of a payment default under this Agreement, both agency and advertiser shall be jointly and severally liable for such default; (iii) the agency must agree, and hereby agrees, to assign MHC its rights in any money owed to the agency from the advertiser until such default to MHC is cured; (iv) advertisers will be short-rated if, within a 12-month period from the date of the first insertion, they have not used the amount of space upon which their billing has been based, unless waived by MHC; (v) all bundled products must be published by the end of the Initial Term, and if not so published, MHC is not obligated to refund any related service charges; and (vi) advertisers requesting pre-press services must submit catalog production material by the date specified in MHC's Production Guidelines, and failure to meet specified materials deadlines may result in a penalty; and (vii) any production work not included in this Agreement will be quoted and invoiced separately.

4. Term/Termination (a) Services will commence as of the "Effective Date" stated on the Order Form, subject to credit approval, and shall continue for the Initial Term specified on the Order Form. Services cannot be cancelled by Customer during the Initial Term. Services will automatically renew for consecutive Renewal Terms as specified in the Order Form, subject to credit approval, unless a written termination notice is provided by either party at least 10 business days prior to the expiration of the then-current Initial Term or Renewal Term. Services may be cancelled by Customer during any Renewal Term only if Customer provides MHC with at least 10 business days prior written notice, subject to a pro-rated billing for the period; otherwise Customer is liable for the Fees for the entire Renewal Term. This Agreement shall become effective when Customer has returned a signed copy of this Agreement to MHC and its account has been determined to be in good credit standing by MHC. MHC reserves the right to withhold granting of credit and may require prepayment, in whole or in part, for any and all Services.
(b) MHC may terminate this Agreement and/or cease delivery of one or more Services, at any time with or without notice to Customer, for any breach of this Agreement by Customer, any Authorized Users and/or any agents thereof, as determined by MHC in its sole discretion, including, without limitation, for misuse or unauthorized use of Services or non-payment.
(c) Upon any termination of this Agreement and/or any Services, Customer shall immediately discontinue all use of the Services and shall destroy all copies of the Software and Data, along with all copies, adaptations and merged portions thereof in any form, then in the possession or under the control of Customer, any Authorized Users and/or any agents thereof.

5. Ownership Rights As between MHC and Customer, all Services (including, without limitation, all Software and Data therein) are proprietary to and owned by MHC and/or its Licensors and are protected by applicable laws, including, without limitation, copyright, trademark and trade secret laws. All rights not expressly granted hereunder are reserved solely for MHC and/or its Licensors. Customer shall take reasonable actions to protect the rights of MHC and its Licensors in the Services. Customer shall not: (i) modify, reverse engineer, disassemble, decompile or store the Services or any portions thereof; (ii) disable any licensing or control features of the Services or any portions thereof; (iii) use any data mining, robots or similar data-gathering or extraction methods, (iv) remove or modify any copyright or other proprietary notices relating to the Services, or (v) create derivative works that are based on any portion of the Services, all rights to which are owned exclusively by MHC and/or its Licensors.

6. Disclaimer of Warranties MHC and its Licensors do not represent or guarantee that the Services will be error-free or uninterrupted. ALL SERVICES ARE PROVIDED "AS IS," AND MHC AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NEITHER MHC NOR ITS LICENSORS WARRANT THE RESULTS TO BE OBTAINED BY USE OF THE SERVICES. Customer shall comply with all laws and assumes all risks of selection and use of the Services. MHC's sole obligation and Customer's sole remedy for defective Services shall be for MHC, at MHC's option, to re-perform the defective Services or to refund the amount paid by Customer for the defective Services, provided that Customer, its Authorized Users and their agents are not in breach of this Agreement.

7. Limitation of Liabilities IN NO EVENT SHALL MHC OR ITS LICENSORS BE LIABLE FOR MONETARY DAMAGES UNDER THIS AGREEMENT (REGARDLESS OF THE LEGAL THEORY) IN AN AMOUNT GREATER THAN THE FEES PAID BY CUSTOMER DURING THE MONTH PRIOR TO THE DATE THAT THE CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. NEITHER MHC NOR ITS LICENSORS WILL BE LIABLE FOR LOSS OF OR DAMAGE TO ANY CUSTOMER CONTENT, RECORDS OR DATA; OR FOR CONSEQUENTIAL DAMAGES, LOST PROFITS OR INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. No action or lawsuit may be brought by or on behalf of Customer under this Agreement more than one year after the cause of the action has accrued.

8. Indemnification Customer shall defend, indemnify and hold harmless MHC, its affiliates, Licensors and their respective directors, officers, employees and agents (the "Indemnitees") from and against any and all claims, liabilities, judgments, damages, costs and/or expenses (including, without limitation, reasonable attorneys' fees) arising from or in connection with or relating to: (i) any breach of this Agreement by Customer or any Authorized User; (ii) the misuse or unauthorized use of the Services or any portions thereof by Customer or any Authorized User; or (iii) the Customer Content and/or any other content, materials, data or information provided to MHC or its Licensors by or on behalf of Customer.

9. Miscellaneous. This Agreement shall be governed by the internal laws of the State of New York. Customer irrevocably consents to the exclusive jurisdiction of the courts located in the County and State of New York for adjudicating all claims arising out of this Agreement. If Customer or any Authorized User breaches this Agreement, MHC shall be entitled to recover attorneys' fees and other out-of-pocket expenses incurred in enforcing this Agreement. This Agreement, together with each Order Form, is the complete and entire agreement between the parties with respect to Services and excludes any document or purchase order issued by Customer. Neither MHC nor any Licensor is responsible or liable for events or circumstances beyond its reasonable control. This Agreement may be modified only in writing, signed by an authorized person of each party. No waiver of any term is a continuing waiver. Customer may not assign or transfer this Agreement or any rights hereunder, and any such assignment is null and void. Sections 2(b), 4(c), 5, 6, 7, 8 and 9 shall survive expiration or termination of this Agreement. Customer (or an agency signing this Agreement on behalf of an advertiser for advertising services), represents and warrants that it has the power, authority and right to do so on behalf of itself or for the party that it is representing. MHC's Licensors shall be third-party beneficiaries under this Agreement.

Privacy Notice: Customer's contact information, maintained in a secure database, is used to help MHC process and service Customer's account. Customer's contact information is used by MHC to send Customer information about products or services we feel may be of interest to Customer from MHC, other units within The McGraw-Hill Companies, and other companies. We may also share Customer information with vendors outside the U.S. who perform services on our behalf and with project owners or architects so they can monitor use of their intellectual property, including plans and specifications. Please contact McGraw-Hill Construction's Privacy Official at 148 Princeton-Hightstown Road, Hightstown, NJ 08520 or e-mail Construction_Privacy_Policy@mcgraw-hill.com to Opt Out of sharing, to review your data, or to ask questions. For more information on The McGraw-Hill Companies' Customer Privacy Policy, see www.mcgraw-hill.com/privacy.html.

MHC MSA (02-09-10)

X _____

Rep Contact: BERNADETTE JURICH/KEVIN IRELAND

Date: _____