
END USER LICENSE AGREEMENT ("EULA")

This is a legally binding agreement between you and Versatile, Inc. ("Versatile"), governing your use of and access to the VERSATILE Products (defined below). By indicating your acceptance of the terms and conditions of this EULA, you acknowledge that you have read, understand and agree to be bound by them.

You have been designated as an Authorized User under a Participant Agreement (the "**Participant Agreement**") between VERSATILE and the Participant named therein. IF YOU OR YOUR EMPLOYER ARE A SUBCONTRACTOR OR CONSULTANT TO PARTICIPANT, THEN YOUR ACCESS TO AND USE OF THE VERSATILE PRODUCTS DEFINED BELOW ARE SUBJECT TO YOUR REVIEW AND ACCEPTANCE OF THIS EULA. IF YOU DO NOT INDICATE YOUR ACCEPTANCE OF THIS EULA, YOU WILL NOT BE PERMITTED TO ACCESS AND USE THE VERSATILE PRODUCTS. If you are an employee of Participant, then your use of and access to the VERSATILE Products are governed by the terms of the Participant Agreement and not this EULA.

1) **Definitions.**

- a) "**Participant**" means the party named as "Participant" in the applicable Participant Agreement.
- b) VERSATILE manufactures, develops, and licenses a proprietary software platform (the "**Software**") as part of an "*Internet of Things*" solution called the **CraneView™ Lighthouse System**. That solution enables developers and contractors to execute construction projects with greater speed, safety and efficiency. The Software is used in connection with a proprietary hardware device that is manufactured, developed, and leased by VERSATILE (the "**Device(s)**"), along with other third-party hardware that is required for its use. The Software and all accompanying documentation, including, but not limited to, the Versatile user manual and any updates thereto (the "**Documentation**") that comprise the CraneView System are collectively referred to herein as the "**VERSATILE Products**".
- c) "**Authorized User**" means any employee, subcontractor, or consultant designated by Participant and pre-approved by VERSATILE, who Participant has authorized to use the VERSATILE Products and who is bound to comply with the terms and conditions of this EULA by his or her acceptance thereof.

2) **Limited Right to Use.** You may use the VERSATILE Products at the Participant's Project Sites specified in the Participant Agreement and solely for the internal business purposes of the Participant in the course of your performing services for the ultimate benefit of the Participant. Your access to the VERSATILE Products shall be via unique log-ins authorized and issued by VERSATILE and subject to your acceptance of this EULA.

3) **Copies.** No copying of the VERSATILE Products is permitted without the express prior written permission of VERSATILE.

4) **Ownership.** You acknowledge that (i) all right, title and interest in and to all copies of the VERSATILE Products, and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith, are and shall remain with VERSATILE and/or its licensors, (ii) no right or interest in the VERSATILE Products is conveyed to you other than a limited license to use the VERSATILE Products in accordance with this EULA, (iii) the VERSATILE Products are protected by the copyright and/or other intellectual property laws of the United States, and (iv) VERSATILE asserts that the VERSATILE Products embody valuable confidential and secret information of VERSATILE, the development of which required the expenditure of considerable time and money.

5) **Certain Obligations.** You: (i) shall not disclose or provide any portion of the VERSATILE Products (or any modifications or derivatives thereof) to any other party, (ii) shall not alter, reverse engineer, disassemble or decompile any part of the VERSATILE Products; (iii) shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the VERSATILE Products; (iv) shall not remove any copyright and other proprietary notices contained in the VERSATILE Products; (v) shall not utilize any equipment, device, or other means designed to circumvent or remove any form of copy protection used by VERSATILE in connection with the VERSATILE Products, or use the VERSATILE Products together with any authorization code, serial number, or other copy protection device not supplied by VERSATILE directly or through an authorized reseller; (vi) shall maintain all copies of the VERSATILE Products in a manner so as to reasonably preclude unauthorized use thereof or access thereto; and (vii) shall immediately notify VERSATILE upon your termination as an employee, subcontractor, or consultant to the Participant.

6) **Distribution Limitation.** You may not rent, lease, lend or otherwise distribute access to the VERSATILE Products to third parties.

7) **Term; Termination.** Your right to use the VERSATILE Products shall automatically expire upon the conclusion of the Subscription Term set forth in the Participation Agreement unless sooner terminated due to termination of the Participant Agreement, termination of your employment or engagement by Participant (either directly or through your employer), termination of your employment or engagement with your employer, or at VERSATILE's discretion if you are found to have violated any of the terms of this EULA. In such event, you agree to destroy or return to VERSATILE all documentation or other materials related to the VERSATILE Products.

8) **Subcontractors and Consultants.** If you are an Authorized User, but are not an employee of the Participant, the following provisions also apply to you. You: (a) represent and warrant to VERSATILE that you or your employer is a subcontractor of or consultant to the Participant (each, a "Subcontractor"); (b) represent and warrant to VERSATILE that you have authority to agree to and accept this EULA on behalf of the Subcontractor; (c) agree to notify VERSATILE that you are not an employee of the Participant and to accurately provide the name, address, and contact information of the Subcontractor; and (d) agree to notify VERSATILE if you cease to be employed or engaged by the Subcontractor.

9) **Your Feedback.** You agree that any feedback, comments, ideas, improvements or suggestions (collectively, "**Feedback**") provided by you to your employer, to Participant, or to VERSATILE with respect to the VERSATILE Products or any portion

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thereof will remain the sole and exclusive property of VERSATILE, that you will disclose this Feedback solely to your employer, to Participant, and/or VERSATILE, and that VERSATILE is free to use, copy, modify, publish, or redistribute this Feedback for any purpose and in any way without any credit or compensation to you.

- 10) **Modifications.** VERSATILE reserves the right to modify and/or amend the terms of this EULA and make reasonable effort to notify end users of substantive change in terms or conditions. Any such modifications and/or amendments will take full force and effect once posted in the VERSATILE Products or on the VERSATILE website. Your continued use of the VERSATILE Products or any portion thereof following the posting of such amendments means that you accept and agree to such amendments.
- 11) **DISCLAIMER OF WARRANTIES.** THE VERSATILE PRODUCTS ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, RELATING TO THE VERSATILE PRODUCTS FURNISHED TO YOU HEREUNDER. VERSATILE, FOR ITSELF AND ITS LICENSORS AND SUPPLIERS, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERSATILE AND ITS LICENSORS DO NOT WARRANT THAT THE VERSATILE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. VERSATILE AND/OR ITS LICENSORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY RESULTS GENERATED USING THE VERSATILE PRODUCTS OR ANY PORTION THEREOF. CERTAIN ACCESS TO THE VERSATILE PRODUCTS MAY DEPEND ON NETWORK CONNECTIVITY. VERSATILE HAS NO CONTROL OVER CONNECTIONS TO AND FROM THE INTERNET OR YOUR INTERNAL NETWORKS; THEREFORE, VERSATILE MAKES NO WARRANTY THAT ACCESS TO VERSATILE PRODUCTS WILL BE UNINTERRUPTED DUE TO RELIANCE ON NETWORK CONNECTIVITY.
- 12) **LIMITED LIABILITY.** IN NO EVENT SHALL (i) EITHER YOU OR VERSATILE, OR ANY OF VERSATILE'S LICENSORS OR SUPPLIERS, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA, EVEN IF EITHER YOU OR VERSATILE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME; AND (ii) THE MAXIMUM LIABILITY OF VERSATILE OR ITS LICENSORS OR SUPPLIERS FOR ALL DAMAGES EXCEED THE LESSER OF (A) ACTUAL DIRECT DAMAGES CAUSED BY THE VERSATILE PRODUCTS, SPECIFIC SERVICES OR SERVICE COMPLAINED OF, OR (B) THE TOTAL AMOUNT OF FEES RECEIVED BY VERSATILE UNDER THE APPLICABLE PARTICIPANT AGREEMENT.
- 13) **Injunction.** You acknowledge and agree that a breach by you of any provision of this EULA may cause VERSATILE irreparable damage, for which the award of damages would not be adequate compensation. As such, VERSATILE may seek an injunction to prevent you from taking any and all acts in violation of such provisions, which remedy shall be cumulative and not exclusive, and VERSATILE may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which VERSATILE may be entitled at law or in equity.
- 14) **General.** Sections 4, 7, 9, 11, 12, 13, and 14 of this EULA shall survive the expiration or earlier termination of this EULA. You hereby acknowledge and agree that any dispute arising under or in connection with this EULA or related to any matter that is the subject of this EULA will be interpreted under the laws of the State of Washington (U.S.A), without regard to its conflict of laws principles. You may not assign your rights or obligations under this EULA, either voluntarily or by operation of law, except with the prior written consent of VERSATILE. VERSATILE may assign its rights and/or obligations under this EULA. A waiver by VERSATILE of any breach of this EULA will not constitute a waiver of any other breach or covenant of this EULA. Any waiver will not be effective unless made in writing. In the event that any provision of this EULA conflicts with applicable law or if any such provision is held invalid by a court of competent jurisdiction: (i) such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants and restrictions of this EULA will remain in full force and effect. No person or entity not a party to this EULA will be deemed to be a third-party beneficiary hereof. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS EULA AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. This EULA constitutes the sole and entire agreement between you and VERSATILE with respect to the VERSATILE Products and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the VERSATILE Products.

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