



END USER LICENSE AGREEMENT

The following End User License Agreement (“Agreement”) constitute an agreement between you (also referred to as “Customer”) and iFieldSmart Technologies, LLC, as well as associated entities, affiliates, subsidiaries, contractors, licensors, and partners (“Company”). This Agreement may be updated or modified unilaterally at the sole discretion of Company, and any such updates and/or modifications shall become effective upon being posted or published, without any notice period of any type. It is your responsibility to ensure you are complying with the most current version of this Agreement.

This Agreement governs your use of the product specified in the ordering document, as well as associated documentation, websites (including this website), and other modules (“Service(s)”). This Agreement constitutes a contract between you and Company that governs your access and use of the Services. Your use of the Services indicates your informed consent to all the terms and conditions of this Agreement. If you do not agree, then you may not use the Services, and you should immediately stop your use of the Service. As used in this Agreement, “you” means, in addition to you, any associated visitor, user, or other person who accesses and uses our Services.

If your use of the Services is terminated for any reason, then: (a) this Agreement will continue to apply and be binding upon you with regard to your prior use of the Services (as well as any subsequent and unauthorized use of the Services); and (b) any rights or licenses granted to Company by you under this Agreement will survive such termination.

IMPORTANT: PLEASE REVIEW, IN ADDITION TO THIS ENTIRE AGREEMENT, THE ARBITRATION NOTICE AND CLASS ACTION WAIVER BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY BY BINDING, INDIVIDUAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST COMPANY. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT AND THE PROVISIONS OUTLINED HEREIN.

We may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one or any part of the existing Services. Under no circumstances will Company be liable for any suspension or discontinuation of any of the Services or portion thereof, and any use of new services will be governed by this Agreement.

If you create an account or use the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual's or entity's behalf and bind them to this Agreement (in which case, the references to "you" and "your" in this Agreement, except for in this sentence, refer to that individual or entity).

1. ABOUT THE SERVICE

Subject to this Agreement, Company grants Customer a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to use the Services, only for Customer's internal business purposes, and only in accordance with this

Agreement. Any Customer information provided to Company shall be used and disclosed as described in Company's Privacy Policy. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features. Customer agrees that it will not exceed the standard usage limit of five hundred (500) GB, or any other usage limit specified in the relevant order form ("Usage Limit"). Upon such Usage Limit being exceeded, Company may, at its sole discretion, delete all excess data unless Company and Customer arrive at a mutual, written agreement about the treatment of the data that is in excess of the Usage Limit.

"Content" shall be defined as content, text, data, graphics, images, photographs, video, audio, information, suggestions, articles, scheduling availability, guidance, and other materials provided, made available or otherwise found through the Services. "Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and third-party applications.

WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE OF THE SERVICES.

2. YOUR RESPONSIBILITIES

You are responsible for all use of the Services and for all use of your credentials necessary to access such Services, including use by others whether or not authorized by you to do so. You may only use the Services for lawful, non-commercial purposes. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. You may not use the Services in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any

other party's use and enjoyment of the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Content or portion of the Services for any purpose whatsoever. You shall not allow any of Company's direct competitors to use the Services. If you are a direct competition of Company, then you may not use the Services unless you have obtained prior, written authorization from Company.

You will not and will not permit others to:

- (i) make any Service or any part thereof available to anyone other than you or your authorized users;
- (ii) sub-license, sell, rent, lend, lease, or distribute the Services, or any documentation or any intellectual property rights therein, in whole or in part;
- (iii) use the Services to permit timesharing, or use in a service bureau or outsourcing offering;
- (iv) use or access the Services: (A) in a way that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property rights or other rights of any third party (including any moral right, privacy right or right of publicity) or (B) in a manner that threatens the security or functionality of the Services or that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
- (v) use or access the Services to create, collect, transmit, store, use or process any data that you do not have the lawful right to create, collect, transmit, store, use or process;
- (vi) reverse engineer, de-compile, translate or disassemble the Services, attempt to do any of the foregoing or otherwise attempt to derive source code from the Services;

- (vii) access or use the Services for the purpose of building a similar or competitive product or service;
- (viii) perform any vulnerability, penetration, or similar testing of the Services; or
- (ix) monitor the Service's availability, performance, or functionality, or evaluate for any other benchmarking or competitive purposes.

3. THIRD PARTY SERVICES

Company may incorporate third party software as part of certain of the Services, including without limitation open source third party software. Your use of such third-party software is subject to any and all applicable additional terms and conditions governing such use provided by the third-party software provider.

4. DISCLAIMER

Company and our licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives, and agents, and each of their respective successors and assigns (Company and all such parties together, the "Company Parties") make no representations or warranties regarding the Services, and the Company Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We have no special relationship with or fiduciary duty to you. WE (AND OUR LICENSORS AND SUPPLIERS) PROVIDE THE SERVICES "AS IS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE CONTENT OR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY

WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE SERVICES OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED, ERROR-FREE, BUG-FREE OR FREE FROM DEFECTS, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES OR SOFTWARE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

5. GENERAL LIMITATION OF LIABILITY

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH COMPANY IS THE CANCELLATION OF YOUR COMPANY ACCOUNT. IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION, EXCEED EITHER THE AMOUNT PAID BY YOU TO COMPANY IN THE LAST SIX (6) MONTHS, OR \$100, WHICHEVER IS GREATER.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE COMPANY PARTIES BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ANY SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY PROVIDERS UTILIZED THROUGH USE OF THE SERVICES, OR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL, EVEN IF COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED IN ACCORDANCE HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. TERMINATION

The term of each subscription shall be as specified in the applicable order form. Except as otherwise specified in an order form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Company reserves the right, at its sole and unilateral discretion, to terminate, suspend and/or deactivate the Services. Company shall not be liable to you or any third party for any termination, suspension, or deactivation of your access to the Services. Further, you agree not to attempt to use the Services after any such termination, suspension, or deactivation. Any provisions of this Agreement that, by their nature, should survive termination of this Agreement shall survive any termination or expiration of this Agreement.

Company reserves the right to investigate and, at its discretion, take appropriate legal action against anyone who violates these Agreement.

7. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company Parties from all liabilities, claims, damages (actual and consequential), demands, and expenses, including reasonable attorney's fees, that arise from or are related to: (a) your use of the Services; (b) the violation of this Agreement; (c) the violation of any intellectual property or other right of any person or entity; (d) any person using your credentials without authorization; or (e) any breach of any applicable laws.

8. ARBITRATION AGREEMENT

Any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Agreement shall be settled by binding arbitration in Washington, DC. The arbitration will proceed in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered

in any court of competent jurisdiction. The Rules will govern payment of all arbitration fees.

YOU WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. In any litigation between you and Company over whether to vacate or enforce an arbitration award, YOU WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

9. Confidentiality

You shall have access to non-public information belonging to Company, including but not limited to, including related to software, object code, source code, technology, technical data, techniques, products, services, specifications, know-how, concepts, ideas, discoveries, marketing plans, business plans, financial information, operations, and other data (“Confidential Information”). You (“Receiving Party”) shall: (a) keep confidential the Confidential Information received from or due to Company (“Disclosing Party”) and cause your affiliates, directors, officers, employees, authorized representatives, agents, advisors, and consultants to do the same; (b) protect the Disclosing Party’s Confidential Information, using measures that are at least as protective as those measures it takes to protect your own Confidential Information and, in any event, using no less than reasonable care; (c) not use the Disclosing Party’s Confidential Information except to exercise your rights and perform its obligations under this Agreement; (d) limit, to the greatest extent possible, the disclosure of the Disclosing Party’s Confidential Information; (e) take appropriate measures to ensure that any other party informed of the confidential nature of the

Confidential Information and bound by restrictions at least as protective as those set forth in this Section; and (f) promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of the Disclosing Party's Confidential Information. Notwithstanding the above restrictions, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law or order of a court or other governmental authority

These confidentiality obligations in this section shall not apply to the extent any Confidential Information: (a) is or becomes available to the public through no act or omission of the Receiving Party; (b) was known by the Receiving Party, without any breach of this Agreement, prior to receiving such information from the Disclosing Party; (c) was rightfully acquired by the Receiving Party from a third party that is not subject to any confidentiality obligations with respect thereto; or (d) was independently developed by the Receiving Party without access to, or reliance upon, any Confidential Information. The Disclosing Party shall at all times retain all right, title, and interest to its own Confidential Information.

10. Termination

The term of each subscription by you shall be as specified in the applicable order form. Except as otherwise specified in an order form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Upon either party providing written notice to the other party of a material breach of this Agreement by the other party, and the breaching party not curing such breach within thirty (30) days of such notice, the non-breaching party shall have the right to terminate this Agreement. Company shall have the right to immediately terminate this Agreement upon providing written notice to Customer upon Customer's breach of its restricted use, confidentiality, or data security obligations. Company may terminate this Agreement for convenience by providing sixty (60) days' written notice to Customer. Any provisions of this Agreement that, by their nature, should survive

termination of this Agreement, including any payment obligations incurred by Customer, shall survive any termination or expiration of this Agreement. If this Agreement is terminated due to Company's breach, Company may refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination, upon the mutual agreement of the parties.

11. Fees

You shall pay Company as indicated in applicable ordering documents within thirty (30) days from the date of the invoice. You shall pay all applicable federal, state, and/or local taxes that are levied or imposed, including sales, use, excise, and value added taxes. You agree that all payments made to Company hereunder shall be free of all withholding taxes imposed by any jurisdiction. You agree to pay interest on delinquent amounts at the rate of eight percent (8%) per month. You shall reimburse Company for any collections costs or legal fees incurred by Company when collecting such payment. If any amount owing by Customer is thirty (30) days or more overdue, (or ten (10) or more days overdue in the case of amounts Customer has authorized Company to charge to Customer's credit card), Company may, without limiting its other rights and remedies, accelerate Customer's unpaid fee so that all such obligations become immediately due and payable, and suspend Customer's access to the Services until all such amounts are paid in full.

12. Intellectual Property

Company, its affiliates, its licensors and Content providers reserve all of their right, title, and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer has the right to access and use applicable Content subject to the terms of applicable order forms, this Agreement, and the applicable

documentation for Services, as maintained by, and updated from time to time by, Company. Customer grants Company, its affiliates, and all consultants, contractors, and agents a worldwide, limited-term license to host, copy, use, transmit, and display any application and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Company to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a third-party application with the Service, Customer will obtain Company's prior, written approval to do so, and Customer grants Company permission to allow the third-party application and its provider to access Customer Data and information about Customer's usage of the third-party application as appropriate for the interoperation of the third-party operation with the Service. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data. Customer grants Company and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or its users relating to the operation of Company or its affiliates' services, including Service.

13. MISCELLANEOUS

No action arising under or in connection with this Agreement, regardless of the form, may be brought by you more than one (1) year after the cause of action arose; actions brought thereafter are forever barred.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired. Further, the invalid, illegal or unenforceable provision shall be replaced by a provision that comes closest to the intention of the parties that underlie the invalid, illegal or unenforceable provision, except to the extent no such provision is valid, legal and enforceable, in which case such invalid,

illegal or unenforceable provision shall be limited or eliminated to the minimum extent necessary so that the other provisions of this Agreement remain in full force and effect and enforceable.

This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the Federal Arbitration Act, applicable federal law, and the laws of the Commonwealth of Virginia as applied to contracts made and to be performed entirely within Virginia, without giving effect to the Virginia's conflicts of law statute. This Agreement and all documents referenced herein were drafted in the English language and any translations thereof shall not be binding on either party to the extent they conflict with the English versions. To the extent allowed under this Agreement, the exclusive venue for any legal matters arising out of this Agreement shall be the state courts of Fairfax County, Virginia or the Alexandria Courthouse of the Eastern District of Virginia, and all applicable appellate courts.

This Agreement and any supplemental terms, policies, rules, and guidelines, each of which are incorporated herein, constitute the entire agreement between you and Company and supersede all previous written or oral agreements. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

You may not assign, transfer, or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to use the Services. Those under the age of 18 may not use the Services.

If you do not qualify under these Agreement, you may not use the Services. Use of the Services is void where prohibited by applicable law, and the right to access the Services is revoked in such jurisdictions. By using the Services, you represent and warrant that you have the right, authority, and capacity to enter into this

Agreement. Users are responsible for compliance with any local, state, or federal laws applicable to their use of the Services.

If you are a copyright owner or an agent thereof and believe that Service infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing the Company’s Copyright Agent with the following information in writing:

- i. A physical or signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send such correspondence to:

iFieldSmart Technologies, LLC
19940 Smith Circle
Ashburn, VA 20147