



End User License Agreement

This End User License Agreement (“EULA”) 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 Master Agreement (the “**Master Agreement**”) between Versatile and the Licensee named therein. 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.

1) Definitions.

- a) “**Licensee**” means the party named as “Licensee” in the applicable Master Agreement.
- b) Versatile has manufactured and developed a proprietary software platform (the “**Software**”) that it offers for use on a SaaS basis together with a proprietary hardware device that is also manufactured and developed by Versatile (each, a “**Device**”) along with other required third-party hardware, all as an “Internet of Things” (“**IoT**”) solution called the **CraneView™ System**. The Software, any all software embedded in the Devices, and all accompanying documentation, including but not limited to the Versatile user manual and any updates thereto (the “**Documentation**”), are collectively referred to herein as the “**Products**”. The availability of the Products for use on a SaaS basis is referred to herein as the “**Service**”.
- c) “**Authorized User**” means a person designated by Licensee and pre-approved by Versatile, who Licensee 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 access and use the Service, and the Products by means of the Service, for use with the Devices at the Project Sites specified in the Licensee Agreement and solely for the internal business purposes of Licensee in the course of your performing services for the ultimate benefit of Licensee. Your access to the Service shall be via unique log-ins authorized and issued by Versatile and subject to your acceptance of this EULA.

- 3) **Ownership.** You acknowledge that (i) all right, title and interest in and to the CraneView System, the Products, the Service, and the Devices, 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 any of the foregoing is conveyed to you other than a limited license to access and use the Service and the Products with the Devices in accordance with this EULA, (iii) the Products are protected by the copyright and/or other intellectual property laws of the United States, and (iv) the CraneView System, the Products, the Service, and the Design embody valuable confidential and secret information of Versatile, the development of which required the expenditure of considerable time, resources, and money.

4) Certain Obligations.

- a) **Training and Usage Guidelines.** You will read the Documentation and attend Versatile training prior to use of the Service and the Devices. Use of the Service and Devices require such training and following the instructions and guidelines set forth in the Documentation, including the appointment of certified riggers for certain tasks and operations.

Versatile End User License Agreement

- b) **Reports, Feedback, and Cooperation.** In the course of your use of the Service, you may use the Service to generate reports ("**Reports**"). Those Reports may be used, shared, and disclosed by you as directed by Licensee provided that they contain no Confidential Information of Versatile. You may also provide Licensee or Versatile with Feedback pertaining to the Service from time to time. "**Feedback**" shall be comprised of information, data, inputs, ideas, enhancements, changes, specifications, improvements or additions to the Products, the Service, or the Devices, as well as information about the Products', the Service's, and the Devices' performance, compatibility, interoperability, bugs, errors and malfunctions. You hereby assign, transfer, and convey to Versatile all rights to Feedback, including without limitation all intellectual property and proprietary rights therein and thereto.
- c) **Covenants.** You will
- i) Not share, disclose, or provide to any other party access to or use of the Service, the Products, or the Devices (or any modifications, improvements, or derivatives thereof),
 - ii) Not provide access to the Products, the Service, or the Devices (or any modifications, improvements, or derivatives thereof) to anyone,
 - iii) Treat the CraneView System, the Products, the Service, the Devices, and all Feedback as confidential information, not using or disclosing any of them except as necessary to perform your services on behalf of Licensee,
 - iv) Not alter, reverse engineer, disassemble, decompile, download, reproduce, replicate, or copy the Service or any Software or Devices,
 - v) Use best efforts to prevent unauthorized or improper access to or use or disclosure of the Products, the Service, and the Devices and use them only as permitted by this EULA,
 - vi) Not remove any titles, trademarks, or copyright or other proprietary or restrictive legends or notices in or on the Products, the Service, or on the Devices,
 - vii) Maintain all access to the Products, the Service, and the Devices in a manner so as to reasonably preclude unauthorized use thereof or access thereto,
 - viii) Cooperate with any security measures specified by Versatile, and
 - ix) Immediately notify Versatile upon your termination as an employee of or subcontractor or consultant to Licensee or as an employee of any subcontractor or consultant to Licensee.
- 5) **Term; Termination.** Your license automatically expires upon the conclusion of the Subscription Term set forth in the Master Agreement unless sooner terminated due to termination of the Master Agreement, termination of your employment or engagement by Licensee (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 information and materials pertaining to the CraneView System, the Products, the Service, and the Devices.
- 6) **Subcontractors and Consultants.** If you are an Authorized User, but are not an employee of Licensee, 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 Licensee (each, a "**Subcontractor**"); (b) represent and warrant to Versatile that you have the 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 Licensee 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 Licensee or the Subcontractor, as the case may be.
- 7) **Modifications.** Versatile reserves the right to modify and/or amend the terms of this EULA without prior notice to you. Any such modifications and/or amendments will take full force and effect once posted in the Service or on the Versatile website. Your continued use of the Service following the posting of such amendments means that you accept and agree to such amendments.
- 8) **DISCLAIMER OF WARRANTIES.** THE CRANEVIEW SYSTEM, THE SERVICE, THE PRODUCTS, AND THE DEVICES ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, RELATING TO ANY OF THE FOREGOING. VERSATILE, FOR ITSELF AND ITS LICENSORS AND SUPPLIERS, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERSATILE AND ITS LICENSORS DO NOT WARRANT THAT THE CRANEVIEW SYSTEM, THE SERVICE, THE PRODUCTS, OR THE DEVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. 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 THE CRANEVIEW SYSTEM, THE SERVICE, THE PRODUCTS, OR THE DEVICES WILL BE UNINTERRUPTED DUE TO RELIANCE ON NETWORK CONNECTIVITY.

- 9) **LIMITED LIABILITY.** IN NO EVENT WILL VERSATILE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES IN RESPECT OF LOST BUSINESS PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. IN NO EVENT WILL VERSATILE AND/OR ITS LICENSORS BE HELD LIABLE UNDER THIS EULA FOR MORE THAN THE LESSER OF (A) DIRECT DAMAGES INCURRED BY YOU OR (B) \$10,000 US. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED
- 10) **Indemnification.** If you are an Authorized User, but are not an employee of Licensee, then you acknowledge and agree that you will indemnify, defend, and hold harmless Versatile and/or its licensors and suppliers from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising from any third party claim resulting from:
- i) The combination, operation or use of any Software, the Service, or a Device with equipment, software or data not supplied or expressly approved in writing by Versatile if such claim would have been avoided by use of other equipment, software or data, or
 - ii) A modification, derivative work, or improvement of any Software, the Service, or a Device that is not performed by or expressly authorized in writing by Versatile, or
 - iii) Use of the Software, the Service, or a Device other than in accordance with the Documentation.
- 11) **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.
- 12) **General.** Sections 3, 4, 5, 6, and 8 through 12 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: (i) interpreted under the laws of the State of California (U.S.A), without regard to its conflict of laws principles; and (ii) subject to the exclusive jurisdiction of the state and federal courts located in the State of California. 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 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 its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect thereto.

PLEASE INDICATE THAT YOU HAVE READ AND THAT YOU UNDERSTAND AND ACCEPT THE FOREGOING TERMS AND CONDITIONS BY SELECTING THE "ACCEPT" OPTION BELOW.