

End User License Agreement
Construction Safety Compliance App
Safety First Data Systems LLC

This Agreement is between Safety First Data Systems LLC (“SFDS”) and the user (“You”) of the Construction Safety Compliance App (“CSCA”). CSCA includes various tablet apps, Web apps, and related services provided by SFDS.

1. License: By using CSCA, You agree that this Agreement is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Subject to the terms of this Agreement, SFDS grants You a limited, non-exclusive, non-transferable license, without right to sub-license, to use CSCA in accordance with this Agreement and any other written agreement with SFDS. SFDS does not transfer the title of CSCA to You; the license granted to You is not a sale. This Agreement is a binding legal agreement between SFDS and any users of CSCA.

2. Use of CSCA: CSCA IS PROVIDED ON A SUBSCRIPTION PLAN THAT REQUIRES MONTHLY PAYMENTS. THE MINIMUM SUBSCRIPTION IS OF SIX MONTHS DURATION. YOU AGREE TO USE CSCA ONLY ON THE NUMBER OF TABLETS FOR WHICH YOU ARE PAYING A MONTHLY USER’S FEE. YOU MAY CHANGE THE QUANTITY OF TABLETS AND OTHER OPTIONS AVAILABLE TO CSCA USERS AT ANY TIME. MONTHLY FEES BASED ON OPTIONAL FEATURES OR QUANTITY OF TABLETS ARE COMPUTED FOR ANY USE OF THESE FEATURES OR TABLETS DURING A MONTHLY BILLING CYCLE, IRRESPECTIVE OF DURATION OF USE DURING THE BILLING CYCLE.

CSCA is only licensed for use in the United States and its territories.

You shall use CSCA in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of CSCA together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminated or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

SFDS may, at their discretion, provide training materials on the use of CSCA, however, You are responsible for training your employees on the use of CSCA.

3. Copyright Restriction: CSCA contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile CSCA. Nor can you create any derivative works or other works that are based upon or derived from CSCA in whole or in part.

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4. NO WARRANTY: You expressly acknowledge and agree that use of CSCA is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. To the

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NOTE THAT CSCA *IS NOT* A GOVERNMENT-APPROVED SAFETY PROGRAM. IT IS A TOOL TO HELP YOU ADMINISTOR YOUR OWN COMPANY SAFETY PROGRAM. YOU HAVE SOLE RESPONSIBILITY FOR MEETING ANY LEGAL REQUIREMENTS.

5. **LIMITATION OF LIABLILTY:** To the extent not prohibited by law, in no event shall SFDS be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use CSCA, however caused, regardless of the theory of liability,(contract, tort or otherwise) and even if SFDS has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall SFDS's total liability to you for all damage (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitation will apply even if the above stated remedy fails of its essential purpose.
6. **Consent to Use of Data:** You agree that SFDS may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to CSCA. SFDS may also use this information to provide notices to you which may be of use or interest to you.
7. **Termination:** Any failure to comply with the terms and conditions of the Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, You agree to immediately cease use of CSCA and remove all copies of CSCA from any devices under your control. The financial obligations incurred by You shall survive the expiration or termination of this license. Your data may not be available to You after termination of this license.