

## END USER LICENSE AGREEMENT

Thank you for your interest in this application for your mobile device (the “**App**”) provided to you by FieldWireLabs, Inc. (“**Fieldwire**”), which enables you to use certain features of the Fieldwire’s online service (the “**Service**”) from your mobile device. This End User License Agreement (“**EULA**”), together with the Fieldwire Support Services Terms and Conditions, [Terms of Service](http://www.fieldwire.com/terms.pdf) and related policies (the “**Terms**”) (available at <http://www.fieldwire.com/terms.pdf>), which Terms are hereby incorporated by reference into this EULA, govern your use of the App, the Service and any support services provided to you. If you have entered into a separate, signed agreement with Fieldwire governing your use of the Service, then “Terms” shall instead refer to that signed agreement and related policies. **You may request a copy of this EULA by emailing us at [support@fieldwire.com](mailto:support@fieldwire.com).**

**BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE APP, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE EULA. IF YOU DO NOT AGREE, YOU MAY NOT USE THE APP.**

You acknowledge and agree that, as provided in greater detail in this EULA:

- the App is licensed, not sold to you, and that you may use the Service only as set forth in this EULA and the Agreements;
- the use of the Service may be subject to separate third party terms of service and fees, including without limitation the terms of service and data, SMS, MMS, and other fees of your mobile network operator (the “**Carrier**”), which are your sole responsibility;
- you consent to the collection and use of your personally identifiable information and information about your location in accordance with Fieldwire’s [Privacy Policy](#), including without limitation the collection of location information;
- the Service is provided “as is” without warranties of any kind and Fieldwire’s liability to you is limited;
- disputes arising hereunder will be resolved by binding arbitration as set forth in the Term, and **BY ACCEPTING THIS EULA, AS PROVIDED IN GREATER DETAIL IN SECTION 13 BELOW, YOU AND FIELDWIRE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** You agree to give up your right to go to court to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the arbitration agreement in Section 13 below for the details regarding your agreement to arbitrate any disputes with Fieldwire;
- the App may require access to the following services on your mobile device: an applicable device identifier, phone state and identity, internet, SMS/MMS messaging, location and phone contacts and photographs, in each case, using the applicable permissions provided by the mobile operating system or by you; and
- if you are using the App on an iOS-based device, you agree to and acknowledge the “Notice Regarding Apple”, below.

1. **LIMITED LICENSE.** Subject to your complete and ongoing compliance with all the terms and conditions set forth in this EULA and the Agreements (including without limitation payment of any applicable fees and compliance with all license restrictions), Fieldwire grants you (1) a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use one copy of the App downloaded directly from Fieldwire or from a legitimate marketplace (such as Apple's iTunes store), solely in object code format and solely for your use for lawful purposes, on a compatible mobile device that you own or control, and (2) permission to access and use the Service and Support Services, solely through the use of a licensed copy of the App.
2. **RESTRICTIONS.** Except as expressly permitted in this EULA, you may not reproduce, distribute, modify, publicly display, or publicly perform the App or any part of the Service. Except if, and solely to the extent that, such a restriction is impermissible under applicable law, you may not (a) decompile, reverse engineer, or otherwise access or attempt to access the source code for the App, or make or attempt to make any modification to the App; or (b) interfere with or circumvent any feature of the App, including without limitation any security or access control mechanism. You may not use the App or the Service for any purpose other than a purpose for which the App and the Service are expressly designed. The term App, as used herein, includes any update or modification to the App made available to you by Fieldwire (unless provided with separate terms). If you are prohibited under applicable law from using the App or the Service, you may not use them.
3. **USE OF THE APP AND THE SERVICE – THIRD PARTY TERMS AND FEES.** You are solely responsible for your use of the Service on your mobile device, including without limitation compliance with these and any applicable third party terms, and payment of any applicable third party fees. Without limiting the foregoing, you are solely responsible for the payment of all applicable fees associated with any Carrier service plan you use in connection with your use of the App and the Service (such as voice, data, SMS, MMS, roaming, other applicable fees charged by the Carrier). Accordingly, you should use care in selecting a service plan offered by your Carrier. If your device is lost or stolen, you must notify Fieldwire immediately to suspend services.
4. **LOCATION-BASED SERVICES.** Some of the features of the Service may enable Fieldwire to access your location in order to tailor your experience with the Service based on your location ("**Location-based Services**"). In order to use certain Location-based Services, you must enable certain features of your mobile phone, such as GPS, Wi-Fi, and Bluetooth, which enable Fieldwire to identify your location through a variety of means, including GPS location, IP address, cell tower location, geo-fencing technology, or detection by physical on-location Wi-Fi or Bluetooth sensors, as available. To the extent your location is collected through Wi-Fi or Bluetooth sensors, such sensors, and the associated data services, may be provided by a third party, and you agree and acknowledge that such third party may access such information for the purpose of providing such data services to Fieldwire. You may be given the option to automatically enable the provision of some Location-based Services through the App, and to enable or disable such Location-based Services at any time through the App's Settings menu. If you choose to disable any Location-based Services on your device and/or opt out of any Location-based Services through the App's Settings menu, you will not be able to utilize certain features of the Service. By enabling Location-based Services on your device, you agree and acknowledge that (i) device data we collect from you is directly relevant to your use of the Service, (ii) Fieldwire may provide Location-based Services related to and based on your then-current location, and (iii) Fieldwire may use any such information collected in connection with the provision of Location-based Services in connection with its provision of the Service. PLEASE NOTE THAT LOCATION DATA MAY NOT ALWAYS BE ACCURATE, AND FIELDWIRE DISCLAIMS ANY AND ALL WARRANTIES RELATED TO LOCATION-BASED SERVICES.
5. **RESERVATION OF RIGHTS.** The Service, including the App, is owned and operated by Fieldwire. The App, content, visual interfaces, interactive features, information, graphics, design, compilation, computer

code, products, services, and all other elements of the Service (the “**Fieldwire Materials**”), are protected by copyright, trade dress, patent, and trademark laws of the United States and other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and Fieldwire, all Fieldwire Materials, including intellectual property rights therein and thereto, are the sole and exclusive property of Fieldwire or its subsidiaries or affiliated companies and/or its third-party licensors. You may not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or make any use of the Fieldwire Materials except as expressly authorized hereunder. Fieldwire reserves all rights not expressly granted in the Agreements. You shall not acquire any right, title or interest to the Fieldwire Materials, whether by implication, estoppel, or otherwise, except for the limited rights set forth in the Agreements.

6. **USER POSTINGS.** As further set forth in the Terms, the App and Services may allow you to submit User Postings (as defined in the [Terms](#)) and you acknowledge and agree to grant certain rights to Fieldwire and others users of the Service with respect to your User Postings, in accordance with the terms and conditions set forth in the [Terms](#).
7. **TERM AND TERMINATION.** This EULA will remain in effect until terminated. The EULA, and your rights and licenses hereunder, will terminate immediately upon your breach of the EULA. You may terminate the EULA by uninstalling the App and ceasing all use of the Service. Fieldwire may terminate the Service and/or this EULA at any time for any reason, including without limitation any actual or suspected misuse or abuse by you of the App or the Service. Sections 2, 3, 4, 5, 6, 10, 10, 12, and 13 shall survive any termination of this EULA.
8. **SUPPORT SERVICES.** While this EULA remains effective and the applicable Support Services Fee, if any, has been paid, Fieldwire will use reasonable commercial efforts to provide the support and maintenance services for the App as provided in the Support Services Terms and Conditions.
9. **MODIFICATIONS.** Fieldwire reserves the right, in its sole discretion, to change, modify, add, or remove portions of the App, or to change, modify, add, or remove portions of this EULA at any time by making such modified EULA available to you through the App. The EULA will be identified as of the most recent date of revision and will be effective immediately upon being made available through the App, except as follows: a) in the event any such modification materially alters your rights hereunder, we will attempt to notify you directly through a message sent to the email address you have provided to Fieldwire, if any, or through a pop-up window or other notification when you access or use the App or the Service, b) such materially modified EULA will be effective upon the earlier of your use of the Service with actual knowledge of the changes or thirty days after the changes are made available to you, and c) no modifications to this EULA will apply to any dispute between you and Fieldwire that arose prior to the date of such modification. Your use of the Service after modifications to the EULA become effective constitutes your binding acceptance of such changes. If you are dissatisfied with the terms of the EULA or any modifications thereof, then you agree that your sole and exclusive remedy is to discontinue any use of the Service.
10. **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.** THE APP AND THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIELDWIRE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NONINFRINGEMENT. FIELDWIRE EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF LOCATION BASED SERVICES, AND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION OR

FEATURES AVAILABLE THROUGH THE SERVICE, OR THE QUALITY OR CONSISTENCY OF THE SERVICE. FIELDWIRE FURTHER DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO YOUR CARRIER'S NETWORK OR SERVICE. UNDER NO CIRCUMSTANCES WILL FIELDWIRE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF ANY INTERRUPTION OF USE OF THE APP OR SERVICE, FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, EVEN IF FIELDWIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL FIELDWIRE'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS EULA EXCEED THE GREATER OF AMOUNTS PAID BY YOU FOR THE APP OR FIFTY DOLLARS (\$50 USD). SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH AN EVENT THE ABOVE LIMITATIONS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

11. **INDEMNITY.** You agree to indemnify, defend and hold Fieldwire and its affiliates, officers, directors, suppliers, licensors, and other customers harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your misuse of the App and the Service, and your violation of this EULA, any applicable law or regulation, or the rights of any third parties related to the use of the Service.
12. **THIRD PARTY SOFTWARE.** The App may be distributed alongside certain third party software ("**Third Party Software**") provided under separate license terms (the "**Third Party Terms**"), as set forth in more detail via the App's Help menu; should third party terms be used. Your use of such Third Party Software in conjunction with the App in a manner consistent with the terms of this EULA is permitted; however, you may have broader rights under the applicable Third Party Terms and nothing in this Agreement is intended to impose further restrictions on your use of the Third Party Software.
13. **GOVERNING LAW; VENUE; ARBITRATION.** THIS EULA, WHETHER INTERPRETED IN A COURT OF LAW OR IN ARBITRATION, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Fieldwire agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for the purpose of litigating all such disputes. As further detailed in the [Terms](#), you agree that all disputes brought under this EULA shall be resolved by binding arbitration. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION.** The Section titled "**DISPUTE RESOLUTION AND ARBITRATION**" in the [Terms](#) sets forth the further details of the dispute resolution and arbitration procedures under this EULA.
14. **MISCELLANEOUS.** This EULA, the Terms and the other Agreements are the entire agreement between you and Fieldwire, and supersede any and all prior agreements, negotiations, or other communications between you and Fieldwire, whether oral or written, with respect to the subject matter hereof, and, except as expressly provided herein, cannot be modified except in writing signed by both parties. You may not export or re-export the App without (a) the prior written consent of Fieldwire; and (b) complying with applicable export control laws and obtaining any necessary permits and licenses. In the event that any provision of this EULA is held to be invalid or unenforceable, then: (a) such provision shall be deemed reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation shall be deemed severed from this EULA; and (b) the validity and enforceability of all

of the other provisions hereof, shall in no way be affected or impaired thereby. You may not assign this EULA without the prior written consent of Fieldwire, whether expressly or by operation of law, including in connection with a merger or change of control, and any such attempted assignment shall be void and of no effect. Fieldwire may assign this EULA without restriction and without any notice to you or consent from you. Subject to the foregoing, this EULA shall be binding on the parties and their respective successors and permitted assigns. The failure to exercise, or delay in exercising, a right, power or remedy provided in this EULA or by law shall not constitute a waiver of that right, power or remedy. Fieldwire's waiver of any obligation or breach of this EULA shall not operate as a waiver of any other obligation or subsequent breach of the EULA.

- 15. NOTICE REGARDING APPLE.** You acknowledge that this EULA is between you and Fieldwire only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary of this EULA. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 16. CONTACTING FIELDWIRE.** The App and the Service are offered by FieldWireLabs, Inc.: 459 Geary Street, Suite 500, San Francisco, CA 94102; support@fieldwire.com.