

END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THIS "EULA") IS A BINDING LEGAL CONTRACT BETWEEN YOU (DEFINED BELOW) AND SAND CASTLE INVESTMENTS, LLC ("SAND CASTLE") AND IS IN CONJUNCTION WITH SERVICES PROVIDED BY YOU IN ACCORDANCE WITH THE INDEPENDENT CONTRACTOR AGREEMENT ENTERED INTO BETWEEN YOU AND SAND CASTLE (THE "CONTRACTOR AGREEMENT").

FOR THE PURPOSES OF THIS EULA, THE TERM "YOU" SHALL MEAN YOU INDIVIDUALLY AND YOUR BUSINESS AND/OR EMPLOYER THAT HAS ENTERED INTO THE CONTRACTOR AGREEMENT. BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE "SCFS FIELD APPLICATION" SOFTWARE AND DOCUMENTATION (COLLECTIVELY THE "APP") YOU, ON BEHALF OF YOURSELF AND YOUR EMPLOYER OR BUSINESS, HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS EULA AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF, YOUR BUSINESS AND/OR EMPLOYER TO THE TERMS OF THIS EULA.

1. GRANT OF LICENSE

Subject to and conditioned on your strict compliance with all terms and conditions set forth in this EULA and the Contractor Agreement, during the term of the Contractor Agreement and this EULA, Sand Castle grants you a revocable, non-transferable, non-exclusive, non-sub licensable, limited license to (a) download and install the App onto a mobile device (such as a smartphone or tablet) owned or leased, and controlled by, you ("Device"); and (b) use the App solely for the purposes of fulfilling your, services duties and responsibilities as an independent contractor of Sand Castle in accordance with the Contractor Agreement ("Services").

2. MULTI-USERS

If the Contractor Agreement is between a business with multiple employees or authorized users, each employee and/or authorized user may exercise the rights granted in this EULA.

3. TERMINATION

You may terminate this EULA at any time by ceasing use of and uninstalling the App from your Device. Your rights under this Standard EULA will terminate automatically and immediately upon termination of the Contractor Agreement or upon written notice from Sand Castle.

4. ACCESS AND USE OF DEVICE SOFTWARE AND HARDWARE

You agree that the App may enable and utilize other software (including other apps), features or hardware on your Device, including but not limited to your GPS, camera, storage, photos and access and use information collected or stored by such software and hardware, including but not limited to your location, photos, videos and contacts. You agree that Sand Castle shall have the right to collect and use all data and related information—including but not limited to technical information about your Device, system and application software, and peripherals—that is gathered through the use of the App and that Sand Castle shall have the right to use and share this data for its own business purposes. Any use of Google Maps in the App is subject to the then-current Google Terms of Service and Google Privacy Policy.

5. OWNERSHIP OF DATA

You agree that Sand Castle shall be the sole owner of all data, images, video and other information collected by you through the use of the App in connection with the Services.

6. GENERAL RESTRICTIONS

You may not transfer, redistribute or sublicense the App and, if you sell or dispose of your Device, you must remove the App from the Device before doing so. You shall not (a) reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App (except as and only to the extent that any foregoing restriction is prohibited by applicable law); (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the App or any part thereof; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the App, including any copy thereof; or (e) use the App in violation of any applicable law, rule or regulation; or (f) use the App for purposes of competitive analysis of this App, the development of a competing software product or service, or any other purpose that is to Sand Castle's commercial disadvantage.

7. RESPONSIBILITY FOR USE OF SOFTWARE

You shall be solely responsible for ensuring that your use of the App is in compliance with all foreign, federal, state, and local laws, whether in the form of statutes, regulations, rules, standards, directives, guidelines, judicial or administrative decisions, or any other federal, state, or local action having the effect of law. Without limiting the generality of the foregoing, you shall be responsible and liable for all actions and failures to take required actions with respect to the App by your Authorized Users or by any other Person to whom you or an Authorized User may provide access to or use of the App, whether such access or use is permitted by or in violation of this EULA. You will keep any passwords associated with the use of this App in strict confidence, and will not share such passwords with any third party.

You will not use the App in any manner that is inconsistent with the terms of this EULA, the Consulting Agreement or in any manner that infringes the intellectual property rights of Sand Castle or any third party. You agree not to use the App to harass, abuse, stalk, threaten, or invade the privacy of any person or entity or trespass on any property; and Sand Castle is not responsible for any such use. You are solely responsible for compliance with any applicable laws.

Sand Castle reserves the right to change, suspend, remove, disable or impose access restrictions or limits on the App at any time without notice or liability to you.

8. ENHANCEMENTS

Sand Castle reserves the right to upgrade, enhance, change or modify this App at any time in its sole discretion ("Enhancements"). Any Enhancements made available to you by Sand Castle, if any, will be subject to the terms of this EULA.

9. INTELLECTUAL PROPERTY RIGHTS

All copies of the App made by you: (a) will be the exclusive property of Sand Castle, (b) will be subject to the terms and conditions of this EULA, and (c) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the App. You acknowledge and

agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under this EULA, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this EULA. Sand Castle and its affiliates and their licensors and service providers reserve and shall retain their entire right, title, and interest in and to the App and all intellectual property rights arising out of or relating to this App, except as expressly granted to you in this EULA.

10. NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. SAND CASTLE DOES NOT WARRANT THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

11. WARRANTY DISCLAIMER

SAND CASTLE HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF QUIET ENJOYMENT AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR 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 OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR 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.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS EULA BY SAND CASTLE SHALL BE FOR YOU TO CEASE USING AND UNINSTALL THE APP.

13. INDEMNITY

You agree to indemnify, defend and hold harmless Sand Castle and its affiliates, and their respective officers, directors, employees, shareholders, agents, affiliates, licensors, consultants and other representatives, from and against any and all liabilities, losses, damages, fines, injuries, interest or expenses (including attorneys' fees and litigation costs) and third party claims arising out of, resulting from,

or in connection with (a) your breach of any term or condition contained in this EULA or (b) your, or your Authorized Users' or misuse of the App.

14. CONFIDENTIALITY

All information gathered through your use of the App and other information you receive from Sand Castle in connection with the services, whether through the App, email, text, verbally or in writing shall be treated as confidential.

15. SEVERABILITY

If any of the terms, or portions thereof, of this EULA are invalid or unenforceable under any applicable statute or rule of law, the court shall reform the Agreement to include an enforceable term as close to the intent of the original term as possible; all other terms shall remain unchanged.

16. ENTIRE AGREEMENT

This EULA, together with the Contractor Agreement constitutes the entire agreement between you and Sand Castle relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, proposals and negotiations between the parties, whether written or oral. Any additions to, or modifications of, this EULA shall be binding upon the parties only if in writing in an amendment thereto, which shall be and executed by a duly authorized representative of Customer and Sand Castle.

17. WAIVER

The waiver or failure of either Party to exercise in any respect any right provided for in this EULA shall not be deemed a waiver of any further or future right under this EULA.

18. ASSIGNMENT

This EULA is binding upon, and inures to the benefit of, the parties hereto and their respective successors and permitted assigns. You may not assign this EULA or any of your rights, obligations, or responsibilities under this EULA to any third party without the prior written consent of Sand Castle.

19. THIRD PARTIES

No person who is not a Party to this EULA has or shall have any right to enforce any term of this EULA and no consent of any third party shall be required for any cancellation or variation of the Agreement. Sand Castle may authorize certain third parties, such as value-added resellers or solutions partners ("Partners"), to distribute the App or perform professional services. Partners are not authorized to modify the terms and conditions of this EULA or the rights granted to Customer with regard to the App. If Customer purchases Professional Services to be performed by the Partner, then the terms of any agreement between Customer and Partner for such services shall govern, and Sand Castle shall not be liable or responsible for Partner's performance or non-performance under such agreement.

20. NOTICES

Any notice required or permitted by this EULA shall be given to the recipient in writing by registered or certified U.S. mail, postage prepaid or hand delivery by messenger, courier, electronic mail, or recognized overnight delivery service to the address set forth below or to such other address as the recipient may designate by written notice. Any such notice shall be deemed to be received on the earlier of the date delivered or five days after its deposit in the United States mail, or on the first business day following the date sent if deposited with a messenger, courier or recognized overnight delivery service.

21. GOVERNING LAW

This EULA shall be construed in accordance with (a) to the extent you use (if you are an individual), or to the extent were organized in (if you are a corporate entity), the laws of the United States and the State of Wisconsin. All actions or proceedings arising in connection with this EULA shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Milwaukee County, Wisconsin. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this EULA in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section. Any action of any kind brought by you and arising out of or in any way connected with this EULA must be commenced within one (1) year of the date upon which the cause of action accrued.

22. FORCE MAJEURE

Sand Castle will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or your equipment, loss and destruction of property, or any other circumstances or causes beyond Sand Castle's reasonable control.