

END-USER LICENSE AGREEMENT ("AGREEMENT")

Last updated: January 23, 2020

Please read this End-User License Agreement ("Agreement") carefully before downloading any White Industrial Seismology, Inc. ("Company") software ("Application"). By downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not download or use the Application.

License

Company grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for use strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to:

a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Modifications to Application

Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Infringement

You and Company acknowledge and agree that, in the event of a third party claim that the Application or your possession or use of the Application infringes any third party's intellectual property rights, you (and not Company) will be responsible for the investigation, defense, settlement, and discharge of any such claim of intellectual property infringement. You will however, promptly notify Company in writing of such a claim.

Term and Termination

This Agreement shall remain in effect until terminated by you or Company. Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Disclaimer of Warranties

You acknowledge and agree that the Application is provided on an "as is" and "as available" basis, and that your use of or reliance upon the application and any third party content and services accessed thereby is at your sole risk and discretion. Company and its affiliates, partners, suppliers or licensors hereby disclaim any and all representations, warranties and guaranties regarding the application and third party content and services, whether express, implied or statutory, and including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Furthermore, Company and its affiliates, partners, suppliers or licensors make no warranty that (I) the Application or third party content and services will meet your requirements; (II) the Application or third party content and services will be uninterrupted, accurate, reliable, timely, secure or error free; (III) The quality of any products, services, information or other material accessed or obtained by you through the Application will be represented or meet your expectations; or (IV) any errors in the Application or third party content and services will be

corrected. No advice or information, whether oral or written, obtained by from Company or from the Application shall create any implication of warranty.

Limitations of Liability

Under no circumstances shall Company or its affiliates, partners, suppliers or licensors be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with your access or use of or inability to access or use the Application and any third party content and services, whether or not the damages were foreseeable and whether or not Company was advised of the possibility of such damages.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time.

Contact Information

If you have any questions about this Agreement, please contact us @ info@whiteseis.com.