



**ODIN LABS, INC.
SOFTWARE LICENSE**

PLEASE READ THIS SOFTWARE LICENSE CAREFULLY BEFORE USING THIS SOFTWARE. BY USING THIS SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE AND, IF PRESENTED WITH THE OPTION TO “AGREE” OR “DISAGREE” TO THE TERMS, CLICK “DISAGREE”.

This Software License (“**License**”) is incorporated in and made a part of every Order Form (as defined below) presented by Odin Labs, Inc. (“**Odin**”). Customer (as defined in the Order Form) specifically agrees this License is incorporated into the Order Form except to the extent a specific Order Form expressly and specifically provide alternative license terms, in which case the terms specified in the Order Form shall govern solely to the extent explicitly conflicting with this License. The Agreement (as defined below) governs the Customer’s subscription to and purchase of the Services (as defined below). Customer and Odin may each be referred to as a “**Party**” and collectively as, the “**Parties**”, in the Agreement.

Section 1. SUBSCRIPTIONS FOR SERVICES.

Section 1.1 Subscriptions. Customer agrees the Services provided under the Agreement are, and will be used solely for, Customer’s internal business use in the ordinary course of Customer’s business and are not for resale, and shall not in any manner be resold or provided to any third party, by Customer. Unless otherwise stated in the Order Form, the Services are purchased as subscriptions for (i) the Services Term and (ii) the fees, each as specified in the Order Form. Fees paid for the Services subscriptions are non-refundable if the Agreement, including the Order Form, is terminated prior to the expiration of the Services Term.

Section 1.2 Order Form. The Order Form is incorporated into this License. In the event of a conflict between this License and the Order Form, the terms of the Order Form shall govern only with respect to the scope of that Order Form. Except as expressly set forth in an Order Form, no terms, conditions, or provisions in any purchase order, memorandum, or any other instrument concerning the Agreement, will supersede, extinguish, add to, modify, or amend the provisions of the Agreement, or in any way become part of the agreement between the Parties, and shall be of no force or effect.

Section 1.3 Obligations with respect to the Companies. The Platform operates by allowing Companies and Individuals to be Linked in connection with one or more Projects. Upon the execution of an Order Form for Services that require it, and access to the Platform, Customer shall promptly ensure that its Account is appropriately Linked, in accordance with the Documentation, to all applicable Companies and Individuals in connection with each Project and shall be fully responsible and liable for any failure to do so. For Services that require it, Customer shall also obligate and ensure all businesses which will provide personnel, equipment, products, or services to Customer in connection with a Project (a “**Project Subcontractor**” or “**Subcontractor**” or “**Sub-tier Subcontractor**”) (a) have or obtain a subscription with an active Company Account for the Platform and such entity Links such Company Account to the Project for a minimum term equal to the greater of three (3) months or the duration of such Project Subcontractor’s awarded contract and ensure at all times all of such Project Subcontractor’s employees and other individuals who provide services for or on behalf of the Project Subcontractor with respect to the Project (“**Project Subcontractor Personnel**”) have, before coming on to any site of the Project or otherwise providing any services with respect to the Project, active Individual Accounts on the Platform that have been Linked to the Project; and (b) obligate and ensure each subcontractor to the Project Subcontractor on the Project enters into such an Order Form with Odin for, and has or obtains a subscription with an active Company Account for the Platform and Links such Account to the Project. The obligations contained in this Section 1.3 are essential to making full use of, and obtaining the full benefit of the Platform and failure to do so will adversely affect Customer’s and other’s experience with and results from using the Platform. Accordingly, Customer acknowledges and agrees that such obligations are an integral component of, and form an essential obligation with respect to, the Agreement.

Section 1.4 Obligations with respect to Individuals. Customer shall, as applicable, cause each Individual that is providing, or will provide, services to or for Customer in connection with a Project, to



create an Account to use the Platform, if such Individual does not already have an Account, and to ensure each such Individual complies with and acknowledges Odin's Website Terms. Unless otherwise specified in an Order Form, Customer shall be responsible for payment of all fees associated with such Individuals' use of the Platform in accordance with the applicable Order Form.

Section 2. INVOICING AND PAYMENT

Section 2.1 Payments. All payment terms and conditions are provided for in an Order Form.

Section 2.2 Suspension and Termination. Odin may immediately suspend access to and right to use the Service and the Platform for which payment is overdue until the overdue amount and late payment charge are paid in full. Without limiting the foregoing, or any other rights available to Odin, Odin may also prevent any Individual Linked to Customer in connection with a Project from accessing the applicable Project and/or prohibit Customer from accessing Customer Data, the Individual Data, or Other Company Data of those Individuals or Companies to which such Customer's Account is Linked, and any other Odin Data until the overdue amount and any late payment charge is paid in full.

Section 3. CUSTOMER RESPONSIBILITIES

Section 3.1 General. Customer will cooperate with Odin as reasonably necessary for Odin's delivery and performance of Services in a timely manner. If applicable, Customer will provide Odin with interface and other information regarding access to third party products in Customer's network and necessary third party consents and licenses to enable Odin's performance under the Agreement. Customer is responsible for regularly backing up its data and files in accordance with good computing practices. Odin shall not be liable for any delay or failure to provide Services, and any associated costs or fees, to the extent such delay or failure is related to or is caused due to Customer's non-cooperation, delay, or non-performance of its obligations under the Agreement. Customer will: (a) be responsible for the actions of any person or entity using Customer's Security Codes to access the Services and their compliance with the Agreement and the Documentation; (b) be responsible for the accuracy, quality, and legality of (including, without limitation, obtaining all necessary consents in connection with the collection, storage and sharing of) Customer Data, or any other data uploaded or submitted into the Platform by Customer, including, but not limited to, the means by which Customer acquired data and use of such data with the Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Odin promptly of any unauthorized access or use thereof; (d) use the Services only in accordance with the Agreement, the Documentation, and applicable Laws; (e) acknowledge and comply with Odin's Website Terms; and (e) comply with terms of service of any third-party applications, if applicable, with which Customer uses the Services.

Section 3.2 Input. Customer shall be solely responsible for the input, transmission, or delivery to and from Odin (whether delivered to or from Customer site(s) or any applicable third party) of all information and data required by Odin to perform Services, including, without limitation, ensuring its Account is properly Linked to all necessary Projects, Companies, and Individuals, in accordance with the Agreement. The information and data shall be provided in a format and manner approved by Odin. To the extent Odin's performance of the Services requires instructions or other input from Customer with respect to certain corrections, exceptions, settings, or similar decision points affecting Customer, Customer is responsible for providing all such instructions requested by Odin. Customer shall determine and be responsible for the authenticity, accuracy, and completeness of all information, data and instructions provided to Odin. Odin is not obligated to check for errors or omissions in any such information, data, or instructions, and Odin is obligated to correct, cancel, or amend any action in connection with any Services once Odin has received Customer's instructions to complete such action.

Section 3.3 Security Codes. Customer may disclose Security Codes to Customer's Authorized Users, but to no other person or entity. An Authorized User's Security Code may not be shared with any other individual. Once assigned to an Authorized User, a Security Code may not be reassigned to a new individual. Customer acknowledges and agrees that failure to protect Security Codes may allow unauthorized persons to access and use the Services to, among other things, (a) cause unauthorized transactions, (b) enable unauthorized persons to access, obtain, disclose, transfer, and use Confidential

Information, including, without limitation, personal, non-public information of Customer's employees and third parties, and (c) add, change, or delete data used with the Services. Customer agrees that Customer is fully responsible for all use of Customer's, and its Authorized Users', Security Codes, whether or not authorized. Customer will indemnify and hold Odin harmless against any and all damages, liabilities, losses, costs, and expenses (including reasonable attorney fees) resulting from or in any manner arising from any use (including, any improper, unauthorized, or fraudulent use) of any of Customer's and/or its Authorized Users' Security Codes.

Section 3.4 Internal Procedures. Customer acknowledges the importance of developing, and its obligation to Odin to develop, internal procedures to limit risk in connection with the Customer's use of the Services, which procedures will include, at a minimum: (a) de-activating user access rights for any person no longer authorized by the Customer to use the Services and notifying Odin immediately when any such person is no longer authorized as an Authorized User; (b) not keeping lists of Authorized User names and Security Codes together in any form in order to prevent access to both in one intrusion; (c) notifying Odin immediately when compromise of any Security Code is suspected; (d) notifying Odin immediately when Customer becomes aware of or suspects, any loss, theft, or unauthorized use in connection with any Services; and (e) remove access for an Individual that is no longer providing, and will not be providing in the future, services for the Customer in connection with a Project.

Section 3.5 Connectivity. Customer shall be responsible at its expense to obtain and maintain all Customer located or specific equipment, facility wiring, connectivity installation, telecommunication services, Internet access and connection, including payment of connectivity related fees and charges necessary to facilitate the performance of the Services.

Section 3.6 Customer Systems. Customer shall ensure that Customer Systems: (a) are capable of passing and/or accepting data from and/or to the Platform; (b) include up-to-date anti-viral software designed to prevent viruses from reaching the Platform through Customer Systems; and (c) ensure that all anti-viral software continues to be updated.

Section 3.7 Customer Subcontractor Reporting. Customer acknowledges subcontractors are solely responsible for the accuracy and lawfulness of wage, payroll, or timekeeping data submitted to the Odin platform. Odin does not verify such data and has no liability for subcontractor errors or omissions.

Section 4. ODIN RESPONSIBILITIES

Section 4.1 Service Availability. Odin will make the Services available to Customer and provide support services, if applicable, in accordance with the terms of the Agreement, including the applicable Order Form. Odin shall use commercially reasonable efforts to maintain online availability of the Platform not including Excluded Time (as defined below). The obligations under this Section 4.1 shall not apply to: (i) planned downtime (of which Odin shall take reasonable efforts to provide advance electronic notice which may be by communication on the Platform), (ii) emergency maintenance, (iii) downtime pursuant to Customer's specific request with respect to Customer's and its Authorized User's access to the Platform, and (iv) any unavailability caused by circumstances of Force Majeure (as defined in Section 14.4), including but not limited to, internet service provider failure or delay and denial of service attacks. The aggregate time in a given calendar month covered by items (i) through (iv) above occurring in such month will be the "**Excluded Time**" for such month.

Section 4.2 Information Security. Odin agrees to maintain an information security program that includes administrative, technical, and physical safeguards reasonably designed to (a) protect the security and confidentiality of the Customer Data (b) protect against anticipated threats or hazards to the security of the Customer Data, (c) protect against unauthorized access to or use of the Customer Data, and (d) purge or dispose of the Customer Data in a secure manner. Odin will promptly notify Customer upon becoming aware of any breach of Odin systems that results in any actual unauthorized access to or theft or other loss of the Customer Data and will take action designed to prevent further unauthorized access. Odin will provide information that Customer reasonably requests pertaining to the incident and will cooperate with Customer to investigate any such unauthorized access; provided Odin shall not be obligated to provide Customer information regarding any other customer of Odin or of any employee,

contractor, user, or agent of any other customer of Odin. Odin will regularly monitor its security program to protect against unauthorized access to (both physical and electronically maintained information) or use of such information that could result in substantial harm to Customer and review the scope of its security measures annually.

Section 4.3 Use of Vendors. Odin may, in its sole discretion, engage one or more third parties (“Vendors”) to provide some or all of the Services. All applicable references in the Agreement to “Odin” shall be deemed references to “Odin and/or the Vendor, as applicable, with respect thereto, whether or not the term “Vendor” is expressly stated. Customer hereby authorizes Odin to disclose to Vendors any and all Confidential Information (as defined below) of Customer, including any and all Customer Data, as necessary or appropriate for the provision of the Services.

Section 5. USAGE AND LIMITS OF SERVICES; CHANGES

Section 5.1 Access and Use. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of the Agreement, Odin hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 14.2 Assignment), and non-sublicensable right to access and use the Services, during the Services Term set forth in the Order Form, solely for use by the Authorized Users in accordance with the terms and conditions in the Agreement. Such use is limited to Customer's internal business use within and from the Territory at the Project. Odin shall provide to Customer the Security Codes within a reasonable time following the Effective Date. If the applicable Order Form specifies a maximum number of Authorized Users, the total number of Authorized Users for the applicable Project will not exceed the number set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the fees payable under the Order Form. Except for the limited rights expressly granted in the Agreement, Odin reserves all rights, title, and interest in and to the Services, including, without limitation, the Platform, including the underlying software, and the Documentation and any modifications to any of the foregoing.

Section 5.2 Usage Limits by Project. Customer's use of the Services is subject to any and all limitations set forth in an Order Form. If the applicable Order Form specifies a maximum number of Authorized Users, then, unless otherwise specified in the applicable Order Form, the Services may not be accessed or used by more than that number of Authorized Users set forth in the applicable Order Form. If Customer exceeds the usage limit Odin may elect to either, at its sole discretion, (i) not authorize usage limits above the threshold or (ii) Odin invoice the Customer excess usage fees in accordance with Section 2. Any such additional usage fees shall be due in accordance with payment obligations otherwise set forth in Section 2 above.

Section 5.3 Change in the Services. Odin may change any features, functions, brand, Vendor, or attributes of the Services, or any element of its systems or processes, from time to time, provided that such changes do not have a materially adverse impact on the features, function, performance, or cost to Customer of the Services. Customer shall not rely on identification of specific brands associated with or names of Vendors of any portion of the Services as an obligation of Odin to use any particular brand or Vendor. If Customer requests a change or customization to the Services that Odin is willing to implement, the Parties shall negotiate the terms for such change, which terms will be set forth in a mutually agreed upon Order Form and signed by both Parties. For the avoidance of doubt, any such changes or customizations shall be Odin IP (as defined below), available for use by any party on the Platform at Odin's election, and only available for use by Customer when paid for in full.

Section 5.4 Usage Restrictions. Customer shall not (and shall not permit any of its Authorized Users or any third party to): (i) decompile, disassemble, or reverse engineer or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any portion thereof; (ii) alter, modify or create any derivative works based on the Services or any portion thereof, (iii) use, copy, sell, resell, license, sublicense, lease, rent, loan, assign, convey, make available or otherwise transfer the Services or any portion thereof; (iv) distribute, disclose, or allow use of the Services or any portion thereof, in any format, through any timesharing service, service bureau, network, or by any other means; or (v) allow any service provider or other third party to use or execute any software

commands that cause the Services or any portion thereof to perform functions that facilitate the maintenance or repair of any software or the Platform; (vi) gain access to or the use of the Services or any portion thereof without authorization from Odin; (vii) enable or activate, cause, permit, or allow others to enable or activate any logins reserved for use by Odin; (viii) frame or mirror the Services or any portion thereof; (ix) access Services or any portion thereof to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions, or graphics of the Services or any portion thereof, (c) copy any ideas, features, functions, or graphics of the Services or any portion thereof, or (d) determine whether the Services or any portion thereof is within the scope of any patent; (x) use the Platform not in compliance with this Agreement or Odin's Website Terms; or (xi) permit or encourage any third party to perform any of the actions described in (i) – (x) inclusive. Customer shall indemnify and hold harmless Odin for any damages, loss, expenses, or costs incurred by Odin as a result of any non-compliance with this Section.

Section 5.5 Documentation Backup Copies. Customer may create a reasonable number of backup copies of the Documentation, provided all proprietary rights, notices, names and logos are duplicated on all copies.

Section 5.6 Continuation Data License. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of the Agreement, Customer is authorized to purchase as described on the Order Form or pursuant to a Continuation Data License order form ("**CDL Order Form**") made available upon request at the time of termination of the Order Form (after completion of all renewals set forth therein), and assuming Customer has paid all invoices due and owing and is not otherwise in breach of any term of the Agreement, a "**Continuation Data License**". Such Continuation Data License authorizes the Customer to continue to access historical data on the Platform up to and through the date of termination of the original license without the right to continue to post new security event data to the Platform. For purposes of clarity, the Continuation Data License is only for the purposes of retaining and reviewing historical security events originally collected via the Odin Platform into the future, specifically does not authorize any new data to be collected and input into the Odin Platform during that ten (10) year period. The Continuation Data License is available for one (1) year terms, payable in advance, renewable for an aggregate of ten (10) years. Data to be accessed pursuant to a Continuation Data License may not be instantly available in the same manner as the traditional Odin Platform. Odin may require up to three (3) business days' notice for the historical information to be made available to Customer to assess using the Continuation Data License as Odin is authorized to use alternative data storage techniques to maintain storage of such historical information for upwards of ten (10) years. Odin hereby grants Customer the Continuation Data License as a limited, non-exclusive, non-transferable (except in compliance with Section 14.2 Assignment), and non-sublicensable right to access such historical data via the Services solely for use by the Authorized Users in accordance with the terms and conditions in the Agreement. Such use is limited to Customer's internal business use within and from the Territory at the Project. Customer shall continue to maintain the same Security Codes for the Continuation Data License as existing prior. If the applicable Order Form or CDL Order Form specifies a maximum number of Authorized Users, the total number of Authorized Users for the Continuation Data License applicable to the Project will not exceed the number set forth in the Order Form or CDL Order Form, as applicable, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the fees payable under the Order Form or CDL Order Form. Except for the limited rights expressly granted in the Agreement, Odin reserves all rights, title, and interest in and to the Services, including, without limitation, the Platform, including the underlying software, and the Documentation and any modifications to any of the foregoing.

Section 5.7 Alternative to Continuation Data License. At the end of the license period on the Order Form, Odin may destroy all Customer Data and any ancillary data related thereto if Customer has not elected to purchase a Continuation Data License. Alternatively, Customer shall have the right upon written request from an Authorized User delivered to Odin within fifteen (15) calendar days of the termination of the Services pursuant to an Order Form provided Customer has paid all invoices due and owing and is not otherwise in breach of any term of the Agreement, to request a copy of any Customer Data. Upon such request, Odin shall make available to Customer in a reasonable format access to all Customer Data within fifteen (15) calendar days of such request. Customer shall be responsible for all costs associated

with collecting the Customer Data and retaining it once access is made available to Customer by Odin. To the extent Customer requires custom formatting or alternative means of data collection (such as physical copies on digital media delivered from Odin to Customer) Customer must agree to pay and deliver payment to Odin for any and all costs associated with such efforts at the relevant rate Odin then charges for such services as of the date of such request.

Section 6. DATA

Section 6.1 Platform Data. ALL CUSTOMER DATA, ANY DATA ENTERED INTO THE PLATFORM, AND ANY OTHER INFORMATION AND DATA THAT CUSTOMER ENTERS INTO THE PLATFORM OR HAS ACCESS TO THROUGH USE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION, OTHER COMPANY DATA, INDIVIDUAL DATA, AND SERVICE GENERATED DATA, AND ANY CUSTOMIZATIONS MADE TO THE PLATFORM FOR CUSTOMER OR ANY PROJECT, MAY BE PERMANENTLY LOST UNLESS CUSTOMER CONTINUES TO PURCHASE AND/OR RENEW ITS SUBSCRIPTION TO THE PLATFORM.

Section 6.2 Data Submitted by Customer. Customer represents and warrants that it owns or has obtained all rights, consents, permissions, and licenses necessary to provide the Customer Data and any other data, submitted to the Platform or Odin by Customer, including, without limitation, any employee, customer, or other individual's personal data included therein.

Section 6.3 Odin Data. As between Odin and Customer, Odin shall own all right, title, and interest in and to Odin Data and all Intellectual Property therein and Customer shall not use any such Odin Data except in connection with Customer's use of the Platform in accordance with the applicable Order Form for bona fide purposes in connection with Customer's business, or any other purpose expressly provided in the Agreement, and, in each case, in accordance with all Laws. Any Odin Data is provided by Odin to Customer "AS-IS" and Odin makes no warranty, express, implied, or otherwise, regarding the accuracy, completeness, or usefulness of such Odin Data and Odin disclaims any liability with respect thereto.

Section 6.4 Customer Data. As between Odin and Customer, Customer shall own all right and title in and to the Customer Data, including any Intellectual Property therein or thereto. Notwithstanding the foregoing, Customer hereby grants to Odin an unrestricted, perpetual, irrevocable, nonexclusive, fully paid-up, royalty free, worldwide license and right to (and to allow others through multiple tiers to) use, reproduce, distribute, display, and make derivative works of the Customer Data and perform all acts with respect to the Customer Data as may be necessary to deliver the Services and operate the Platform.

Section 6.5 De-Identified Information. Resultant Data may be used by Odin for any and all purposes. To the extent necessary, any and all users of the Platform hereby grants to Odin an unrestricted, perpetual, irrevocable, nonexclusive, fully paid-up, royalty free, worldwide license and right to (and to allow others through multiple tiers to) use, reproduce, distribute, display, and make derivative works of the Resultant Data which prior to such de-identification may have been applicable to such party, and Odin may perform all acts with respect to the Resultant Data as Odin shall elect from time to time as part of its business operations.

Section 7. CONFIDENTIAL INFORMATION

Section 7.1 Confidential Information. In connection with the Agreement, each Party may disclose or make available Confidential Information to the other Party. "**Confidential Information**" means either Party's business and/or technical information, pricing, discounts and other information or data, regardless of whether in tangible or other form, and regardless of whether or not marked as "confidential" as well as the terms and conditions of the Agreement, but not the existence of the Agreement. Without limiting the generality of the foregoing, the terms and conditions of the Agreement, the Odin Property and the Odin IP (each as defined below) shall be the Confidential Information of Odin.

Section 7.2 Exclusions. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving Party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving Party prior to its receipt and was not received

from a third party in breach of that third party's confidentiality obligations; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

Section 7.3 Permitted Disclosure. A receiving Party is permitted to disclose Confidential Information of the disclosing Party if required to do so by court order or other lawful government action, but only to the extent so ordered, provided the receiving Party, unless prohibited by Law, provides prompt written notification to the disclosing Party of the pending disclosure so the disclosing Party may attempt to obtain a protective order and, in such an event, the receiving Party will provide reasonable assistance to the disclosing Party should the disclosing Party attempt to obtain a protective order.

Section 7.4 Protection of Confidential Information. Each Party will protect the secrecy of all Confidential Information received from the other Party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither Party will use or disclose the other Party's Confidential Information except as permitted in this Section or for the purpose of performing its obligations under the Agreement, including obtaining non-disclosure agreements or similar undertakings from its employees, personnel or other persons to whom Confidential Information may be disclosed only on a need-to-know basis.

Section 7.5 Survival. The confidentiality and non-use obligations of each Party will survive expiration or termination of the Agreement for two (2) years. Upon termination of the Agreement, each Party will cease all use of the other Party's Confidential Information and will promptly return, or at the other Party's request destroy, all Confidential Information, including any copies, in tangible form in that Party's possession or under its control, including Confidential Information stored on any medium. Upon request, a Party will certify in writing its compliance with this Section.

Section 8. INTELLECTUAL PROPERTY RIGHTS

Section 8.1 Odin IP. Odin reserves all Intellectual Property rights and all industrial property rights throughout the world including, without limitation, all rights, including, but not limited to, ownership, title, and all other rights and interest in, and to, the Odin Data, any Intellectual Property that Odin owned prior to providing the Services or Hardware under the Agreement, including any Intellectual Property in, to, and under the Services and Hardware, including, without limitation, the Platform and Documentation, any Intellectual Property that Odin develops, creates, conceives, reduces to practice, or otherwise acquires independently of the Agreement, and any Intellectual Property that Odin develops, creates, conceives, reduces to practice, or otherwise acquires during or after the Term and while performing Services under the Agreement ("**Odin IP**").

Section 8.2 Odin Property. Not in limitation of the foregoing, Customer acknowledges and agrees that all software (including third party software) and web applications, databases, graphical user interfaces and system architecture provided or used by or on behalf of Odin in connection with the performance of the Services, and the related Documentation, and all copies, modifications, enhancements, revisions, and updates thereof, is proprietary to Odin and constitutes Confidential Information and trade secrets of Odin ("**Odin Property**"). For the purposes of the Agreement, any and all Security Codes for accessing the Services shall be deemed Odin Property.

Section 8.3 Feedback. Customer or any other Authorized User may provide, to Odin, suggestions, enhancement requests, comments, or other feedback regarding the Services ("**Feedback**"). Any Feedback if and when given is given entirely voluntarily. Odin will be free to use, copy, modify, license, sell, distribute, and otherwise exploit the Feedback provided to it under the Agreement in any way it sees fit, entirely without any payment or obligations or restrictions of any kind, and as Odin deems necessary or appropriate. Customer and each Authorized User hereby grants to Odin a perpetual, irrevocable, non-exclusive, worldwide, fully-paid, sub-licensable through multiple tiers, assignable, transferable, and otherwise conveyable license and right to exploit the Feedback in any way Odin deems necessary or appropriate. Feedback, even if designated as confidential by Customer and such Authorized User, will not be subject to the confidentiality obligations referenced in the Agreement unless the Parties expressly agree otherwise in a separate signed writing. Customer and Authorized User also irrevocably waive in favor of Odin any moral rights which it may have in such Feedback pursuant to applicable copyright law or other

Laws related to intellectual property rights. Odin acknowledges that any Feedback is provided on an “as-is” basis with no warranties of any kind.

Section 9. WARRANTIES AND LIMITATIONS

Section 9.1 Warranty. Odin warrants to Customer that during the Services Term the Platform will perform materially in accordance with the applicable Documentation and the applicable specifications from time to time promulgated by Odin.

Section 9.2 Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 9.1 ABOVE, THE SERVICES ARE PROVIDED “AS IS” WITHOUT (AND ODIN EXPRESSLY DISCLAIMS) ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, (WHETHER OR NOT ODIN KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE). ODIN DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF SUCH SERVICES. ODIN SHALL HAVE NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, ANY SERVICES UNLESS ACTUALLY INCURRED AND CAUSED DIRECTLY BY ODIN’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ODIN WILL NOT BE LIABLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD-PARTY SERVICES.

Section 9.3 Error Correction. In the event of an error or other default in the Services caused by Odin personnel, systems, or equipment, Odin shall promptly reprocess the Services affected by such error or default, correct such error or default, or provide for another mutually agreeable resolution at no additional charge to Customer, provided that Customer supplies Odin with a written request for correction of the error within five (5) days of the Customer being aware (or should reasonably have become aware) of the occurrence of such error or default. With regard to errors or defaults attributable in whole or in part to Customer or Customer’s other third party service providers acting on Customer’s behalf, including errors in information, instructions, or data supplied by or through Customer or by Customer’s failure to follow the Documentation and work reprocessed due to such errors, Odin will use commercially reasonable efforts to correct such error or default, or provide for another mutually agreeable resolution, all of which shall be billed to Customer at Odin’s then-current time and material rates. Notwithstanding anything to the contrary in the Agreement, the foregoing shall be Odin’s sole obligation and Customer’s sole remedy for such errors or defaults.

Section 9.4 Exclusions and Disclaimers. The warranties in Section 9.1 above apply to any non-conformities caused by: (i) Customer’s use of the Services in violation of this Agreement or the applicable Order Form, or in a manner inconsistent with the Documentation; (ii) use of non-Odin furnished equipment, software, or facilities with the Services (except to the extent provided in the Documentation); or (iii) Customer’s failure to follow Odin’s instructions with respect to the use and operation of the Services.

Section 10. INFRINGEMENT DEFENSE AND INDEMNIFICATION

Section 10.1 Defense and Indemnity. Subject to the limitations set forth in the Agreement, Odin will defend and indemnify Customer from and against damages, losses, claims, liabilities, and expenses (including, without limitation, reasonable outside counsel attorney’s fees and costs) arising out of any valid third party claim of infringement by Odin of such third party’s copyright or trade secret rights arising from the proper use of the Services by Customer as contemplated under the Agreement (an “**Infringement Claim**”); provided that Customer notifies Odin promptly of any such Infringement Claim and provides Odin the sole right to control the defense and settlement of all such Infringement Claims, related lawsuits, and proceedings. Failure to promptly notify will not eliminate the obligation to indemnify unless such delay in notice materially and adversely affects the defense of such Infringement Claim.

Section 10.2 Remedial Measures. If the Services, or a portion thereof, become, or Odin reasonably believes use of the Services, or a portion thereof, may become the subject of an Infringement Claim, Odin

may, at its own expense and option: (i) procure for Customer the right to continue use of the Services; (ii) replace or modify the Services; or (iii) if neither (i) nor (ii) is available using commercially reasonable efforts, terminate the Agreement, including the applicable Order Form, and refund Customer any prepaid subscription fees prorated for the period after the effective date of such termination, in which case Customer will cease all use of the infringing Services.

Section 10.3 Exceptions. Odin will have no defense or indemnity obligation for any Infringement Claim based on: (i) the Services or any portions thereof that has been modified by Odin in accordance with Customer-provided specifications or instructions; (ii) use or combination of the Services, or a portion, thereof by Customer with Third Party Products (as defined below); (iii) Third Party Products; (iv) use of the Services by Customer in a country outside the Territory. “**Third Party Products**” means any products developed or manufactured by a party other than Odin, and may include, without limitation, any Hardware or any products ordered by Customer from third parties pursuant to Odin’s recommendations.

Section 10.4 Sole Remedy. THE FOREGOING STATES ODIN’S ENTIRE LIABILITY, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY.

Section 10.5 Indemnification by Customer. Customer will defend and indemnify Odin from and against all damages, losses, claims, liabilities, and expenses (including, without limitation, reasonable outside counsel attorney’s fees and costs) arising out of any third party claim arising out of, or in connection with, (a) any use of the Services by Customer in violation of Law, the Agreement, or Odin’s Website Terms (b) the Hardware, after such Hardware has been delivered to Customer, (c) any Customer Data, or other data, submitted by Customer to Odin or the Platform, or (d) a Project, including, without limitation, any agreements between Customer and any Company or Individual, except to the extent such claim arises from and are a direct result of a breach of the Agreement by Odin, and only to the extent of the liability attributable to Odin versus all other parties. Further, Customer will defend Odin against any Infringement Claim, and will indemnify Odin for any judgments, settlements, and reasonable outside counsel attorney’s fees resulting from an Infringement Claim against Odin to the extent such Infringement Claim is based on any of subsections 10.3(i)-(iv) above.

Section 11. LIMITATION OF LIABILITY

Section 11.1 General. Neither Odin nor any of its employees, consultants, subcontractors, directors, officers, employees, members, shareholders, or other persons acting on behalf of Odin will be liable to Customer for any damage arising out of or related to the Hardware, Odin’s performance or nonperformance of the Services, or the Agreement other than damage actually incurred and caused directly by Odin’s gross negligence or willful misconduct. FURTHER, NEITHER PARTY, NOR OR ITS RESPECTIVE LICENSORS OR SUPPLIERS, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF REPUTATION, OR OTHER ECONOMIC LOSS, LOSS OR CORRUPTION OF DATA, COSTS ASSOCIATED WITH A SECURITY INCIDENT OR DATA BREACH, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE.

Section 11.2 Aggregate Liability. EXCEPT FOR DAMAGES RESULTING FROM (I) A PARTY’S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, (II) BREACHES OF A PARTY’S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7, (III) LIABILITY WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, OR, (IV) WITH RESPECT TO CUSTOMER, A BREACH OF SECTION 5.4, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, THEIR RESPECTIVE AFFILIATES AND THIRD PARTY LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR ANY OTHER MATTER RELATING TO THE AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID UNDER THE AGREEMENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH

OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 WILL NOT APPLY WITH RESPECT TO CUSTOMER'S FAILURE TO MAKE ANY AND ALL DUE PAYMENTS OBLIGATIONS AS SET FORTH IN SECTION 2 OF THE AGREEMENT.

Section 12. GOVERNING LAW AND DISPUTE RESOLUTION

Section 12.1 Governing Law. The Agreement and any disputes arising out of or relating to the Agreement (“**Disputes**”) will be governed by New York State Laws applicable to contracts entered into and performed in New York excluding conflict of law principles that would result in the application of the laws of any other jurisdiction.

Section 12.2 Jurisdiction. Any legal suit, action or proceeding arising out of or relating to the Agreement, the Services, the Order Form or any related documents, shall be instituted exclusively in the United States District Court for the Southern District of New York. Each Party hereby: (i) waives any objection which it may now have or hereafter have to the venue of any such suit, action, or proceeding, and (ii) irrevocably consents to the jurisdiction of the United States District Court for the Southern District of New York in any such suit, action, or proceeding. In any controversy or claim, whether based in contract, tort or other legal theory, arising out of or relating to the Agreement, the Services, any Order Form, or any related documents, their negotiation, enforceability, or validity, or the performance or breach thereof or the relationships established thereunder, each Party hereby waives its right to trial by jury.

Section 12.3 Injunctive Relief. Nothing in this Section 12 will be construed to preclude either Party from seeking equitable remedies, including but not limited to injunctive relief, including temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights. Without limiting a Party's rights otherwise available in law or in equity, the Parties agree that a breach or threatened breach by a Party of Sections 4-8 or Section 14.3 would cause the other Party irreparable harm and such Party is entitled to injunctive relief without any bond or security required (or, if a court determines the foregoing is unenforceable, a \$1,000 bond will be adequate) to bar the offending Party from a breach or threatened breach. Both Parties agree here not to contest the waiver of posting bond or other security requirement related to injunctive relief.

Section 12.4 Time Limit. Actions on Disputes between the Parties must be brought in accordance with this Section within two (2) years after the cause of action arises.

Section 13. TERM AND TERMINATION

Section 13.1 Agreement Term. The term of the Agreement shall commence on the Effective Date and remain in full force and effect during the Services Term (the “**Term**”) unless earlier terminated in accordance with the Agreement.

Section 13.2 Termination by Odin. In the event of Customer's breach of the Agreement or failure to make payment in accordance with the terms contained in the Agreement, Odin may, with immediate effect, terminate access to the Services and terminate or suspend any software licenses and access rights granted in the Agreement and exercise all available rights and remedies if, within ten (10) business days of Customer's receipt of a reasonably detailed written notice, Customer has not cured all breaches and/or made payments as notified by Odin. Once Customer cures such breach to Odin's reasonable satisfaction, which shall be communicated to Customer in writing, Odin shall restore Customer's access to the Services within forty-eight (48) hours after sending the notice of satisfaction. Under no circumstances will any suspension of access for material breach be credited to Customer's account or extend the Term.

Section 13.3 Termination by Customer. Customer may terminate this Agreement for cause upon written notice to Odin if Odin breaches any material provision of the Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice thereof or if such breach could not reasonably be cured within such thirty (30) days.

Section 13.4 Effects of Termination. Upon termination of the Agreement, Odin shall terminate access to the Services and any software licenses granted to Customer on the termination date indicated by a Party in its notice of termination and Odin may destroy all Customer Data contained in the Platform. If Customer wishes for Odin to retain such Customer Data in the Platform after the termination or expiration of the Agreement, Customer must obtain another subscription to the Platform by entering into a new Order Form, duly executed by Odin, provided that Odin shall have no obligation to agree to enter into such Order Form. In the event the Agreement is terminated for any reason during the Term other than terminated for cause by Customer, Customer shall pay to Odin within thirty (30) days of the termination date stipulated all unpaid amounts due by Customer for the remainder of the Term as liquidated damages (and not as a penalty). Upon termination of the Agreement, upon the request of a Party, each Party shall return to the other Party or, in lieu thereof, destroy any Confidential Information of the other Party in its possession and certify in writing as to its discussion. Notwithstanding the foregoing, the recipient Party shall have the right to retain copies of Confidential Information pursuant to records retention and/or compliance obligations provided such Confidential Information retained in the receiving Party's possession must be continued to be maintained securely in compliance with all requirements set forth elsewhere in this Agreement.

Section 13.5 Survival. Sections 7-15, shall survive the expiration or termination of the Agreement for any reason.

Section 14. MISCELLANEOUS

Section 14.1 Compliance with Law. The Parties will observe all applicable Laws, including export and re-export laws and regulations, when using the Services. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, or anything related thereto, or any direct product thereof in violation of any Laws or restrictions of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

Section 14.2 Assignment. Odin may assign the Agreement and to any of its affiliated entities or to any entity to which Odin may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance of Services under the Agreement. Customer may not assign or transfer the Agreement and any assignment of the Agreement or any rights or obligations of Customer under the Agreement without the express written consent of Odin will not be valid and of no force and effect.

Section 14.3 Publicity. Notwithstanding Section 7 (Confidential Information), Customer agrees that Odin may issue a public announcement regarding providing Services to Customer and include Customer's name and logo on Odin website, presentations, and marketing materials.

Section 14.4 Force Majeure. Each Party shall be excused from performance hereunder (other than for a payment obligation) for any period to the extent it is prevented from performing any obligations pursuant hereto, in whole or in part, as a result of delays caused by the other Party or an act of God, fire, flood, war, the engagement of hostilities, civil disturbance, court order, strike, labor dispute, embargo, government requirement, public health or travel restrictions, civil disturbances, civil or military authority, an inability to secure materials or transportation facilities, third party nonperformance, contractual impossibility, illegality of performance, or other cause (whether or not similar to the foregoing) beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, air conditioning, internet services and/or other telecommunications equipment, and such nonperformance shall not be a default hereunder or constitute grounds for termination hereof, and, if and to the extent necessary, such Party's time for performance shall be extended (each a "**Force Majeure**").

Section 14.5 Amendments and Waivers. Customer agrees that Odin may modify this License from time to time, and that Customer's and any Users right to access the Services and use the Platform on an ongoing basis is conditioned with your compliance with the then-current version of this License. We will notify you when we make material revisions or modifications to this License by (x) posting a notice or new version of this License on our Platform, or (y) providing direct notice in a communication to your Authorized Users, or otherwise in some manner through the Odin website, Platform, or direct communication to

Customer we deem reasonably likely to reach Customer. The modifications will be effective upon the earlier of (x) the 30th day following notice of such amendment being available to all Authorized Users of the Platform or our website and (y) when you click “I Agree” on the applicable notification of such amendment in the Platform or on our website. By continuing to access the Platform or Services after revisions become effective, Customer agrees to be bound by the revised License. If you do not agree to the new License, please request to terminate the Services. If any provision of the Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, then the Agreement will not be rendered unenforceable or invalid as a whole, and instead the provision invalidated will be changed and interpreted so as to best accomplish the objectives of the original provision of the Agreement within the limits of Law. The failure of either Party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other Party, will not be deemed to constitute a waiver by the waiving Party of its right to enforce each and every provision of the Agreement in accordance with their terms. No waiver of any right or remedy hereunder will occur unless such waiver has been signed by the Party making such waiver. Any modifications or amendments to the Order Form specifically must be in writing signed by authorized representatives of the Parties. Section headings are for reference purposes only and shall not affect the interpretation or meaning of the Agreement.

Section 14.6 No Third-Party Beneficiaries. Except as expressly stated herein, the Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

Section 14.7 Notices. All notices under the Agreement shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by e-mail, upon confirmation of delivery, (b) on the first business day following the date of dispatch if delivered by a nationally recognized overnight courier service, prepaid service with tracking, or (c) on the fifth business day following the date of mailing with USPS if delivered by registered or certified mail with tracking, return receipt requested, postage prepaid. The address for such notices and communications shall be as set forth in the Order Form.

Section 14.8 Independent Parties. Customer and Odin are and intend to remain independent parties. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership or joint venture, and neither Party shall hold itself out as an agent, legal representative, partner, subsidiary, joint venture, servant or employee of the other. Neither Party nor any officer, employee, agent or representative thereof shall, in any event, have any right, collectively or individually, to bind the other Party, to make any representations or warranties, to accept service of process, to receive notice or to perform any act or thing on behalf of the other Party. Customer understands and agrees that Odin may perform similar services for others, and that Odin’s relationship with Customer is not exclusive.

Section 15. DEFINITIONS.

Section 15.1 Terms. The following capitalized terms shall have the meanings set forth below. Capitalized terms not defined in this Section shall have the meaning set forth in the Section in which they are defined and shall apply throughout the Agreement.

“**Account**” means an account on the Platform (as defined below), accessible using Security Codes, created for Customer for access to, and use of, the Platform.

“**Agreement**” means collectively, the Order Form, this License, and any other attachments, schedules, exhibits, and other documents attached to or expressly incorporated by reference in the Order Form.

“**Authorized Buyers**” means any Individual who presents themselves to Odin as being authorized by Customer to execute or approve the Order Form, authorize new purchases, or otherwise commit Customer to financial or contractual obligations.

“**Authorized Users**” means any Individual who meets each of these conditions: (a) is authorized by Customer to access and use Customer’s Account, (b) for whom access to the Services has been

purchased under the Agreement, and (c) who has an active Individual Account.

“Commencement” means the date upon which the Platform Services become available to Customer related to a Project, typically the day the first individuals enter the geographic location of the Project, or as otherwise defined in an Order Form.

“Company” (or in the plural form, **“Companies”**) means any Developer, GC, or Subcontractor with a Company Account.

“Company Account” means an Account created, pursuant to an order form, by a Developer, GC, or Subcontractor.

“Confidential Information” has the meaning set forth in Section 7 (Confidential Information).

“Customer Data” means information, data, documents and other materials and content, in any form or medium, that is uploaded or submitted to the Platform by Customer specifically, including, without limitation, all information, data, and content submitted in order to register and manage Customer’s Account and Projects, but shall not include any information or data that is also Individual Data, Other Company Data, or Odin Data.

“Customer Systems” means Customer’s network, any devices connected to the network, any mobile devices used by Authorized Users to access the Platform, and any security parameters and firewalls to access or connect to such network or the Platform.

“Developer” means a property developer user of the Platform who has executed their own, independent Owner/Developer Order Form with Odin.

“Documentation” means Odin information manuals containing operating instructions and performance specifications that Odin generally makes available to users of the Platform Services, whether in print or online, as the same may be updated from time to time by Odin. Documentation does not include marketing materials.

“Effective Date” of the Agreement shall be the effective date set forth in the Order Form or if no such date is set forth, the date signed on behalf of Odin.

“GC” means a user of the Platform who has entered into a General Contractor/Construction Manager or Project Order Form.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any court, tribunal or arbitrator, any self-regulatory organization.

“Hardware” means any hardware or other equipment to be provided by Odin as set forth in the Order Form including, without limitation, any turnstiles, printers, or security booths.

“Individual” means a natural person, as opposed to an entity.

“Individual Account” means an Account registered to an Individual.

“Individual Data” means information, data, documents, and other materials and content, in any form or medium, that is uploaded or submitted to the Platform by an Individual or by any Company on behalf of such Individual in order to register and manage such Individual’s Individual Account, including (i) the Individual’s name and address, (ii) other information or data by which the Individual may be personally identified, such as biometric data, healthcare information, e-mail address, telephone number, social security number or any other identifier by which the Individual may be identified or contacted online or offline, (iii) information or data that is about the Individual but individually does not identify the Individual; or (iv) information or data that pertains to the Individual’s geographic location (other than as required for operation of the Platform), and which in case of (ii) above the Individual has not agreed is owned by Customer such as an employee identifier assigned by the Customer.

“Intellectual Property” means any and all Confidential Information, any computer programs (in object or source code format or any other form) know how, trade secrets, copyrights (including future copyright, rights of authorship and rights in the nature of or analogous to copyright), mask work rights, inventions (including patents), trademarks, service marks, database rights, designs rights, design and circuit layouts, and training materials (including all derivative works of the foregoing) whether or not now existing and whether or not registered or registrable, including, without limitation, any right to apply for the registration of such rights and all renewals, extensions, continuations and derivative works of the foregoing.

“Law” shall refer to any law, including common law and national, federal, state, and local laws, statutes, ordinances, regulations, rules, regulatory bulletins, orders or decrees of any Governmental Authority; all as may be amended and in effect from time to time during the term of the Agreement.

“Linked” or **“Link”** means, with respect to an Account, a connection, through the Platform, of such Account with another Account, in connection with a Project or otherwise, made in accordance with the Documentation.

“Odin Data” means information, data, documents, and other materials and content, in any form or medium, that is uploaded or submitted to the Platform by Odin, and Individual Data, Other Company Data, Service Generated Data, and Resultant Data.

“Odin’s Website Terms” collectively, Odin’s Terms of Use found at <https://www.useodin.com/terms-of-use> and Odin’s Privacy Policy found at <https://www.useodin.com/privacy-policy>, both as amended, both made available on Odin’s website or otherwise, from time to time.

“Order Form” means a written or electronic order form, executed by the Parties, identifying and describing the Services, scope, fees, and other information relevant to a specific transaction between Customer and Odin, which incorporates this License, and includes any general terms and conditions relevant to the purchases therein.

“Other Company Data” means information, data, documents and other materials and content, in any form or medium, that is uploaded or submitted to the Platform by a Company other than Customer, including, without limitation, all information, data and content submitted in order to register and manage such Company’s Account and projects, but shall not include any information or data that is also Individual Data, Customer Data, or Odin Data.

“Odin Wage Assurance” means any and all services provided by Odin designed to monitor workforce payroll by tracking hours worked, validating payroll data, and generating reports.

“Physical Security” means Hardware and other physical items for site control on a Project.

“Platform” or **“Odin Platform”** means Odin’s cloud-based construction industry labor and risk management software as a service as such services may be updated from time to time by Odin.

“Project” means the Project or Projects, if any, named and described in an Order Form entered into between Odin and Customer that is neither expired nor terminated and which is Linked to Customer’s Account.

“Resultant Data” means any data that is entered into the Platform by any party such as but not limited to User, Customer, Individual, Other Company, or any data created by the Platform as part of its operations and functionality such as but not limited to Service Generated Data which is de-identified by Odin and aggregated, or otherwise is used by Odin in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“Security Codes” means the user names, pass codes, passwords, or other security codes provided by Odin for accessing the Services.

“Service Generated Data” means information, data, documents and other materials and content, in

any form or medium, that is collected and provided by the operation and use of the Platform (including, without limitation, information regarding ingress and egress by Individuals, incidents and accidents, and violations) the collection, analysis, and reporting on of which is central to the purpose of the Platform.

“Services” or **“Platform Services”** means, collectively, Customer’s subscription to the Platform and Documentation as provided in the Order Form and any other services purchased by Customer in the Order Form.

“Services Term” means the Services Term specified in the Order Form.

“Subcontractor” means a user of the Platform who has entered into a Subcontractor Order Form.

“Territory” means the United States and any other territories or jurisdictions as specified in an Order Form from which Customer is permitted to access or use Services.

Section 15.2 License Version. This is v5.26 of the License adopted by Odin on May 1, 2026. Prior versions are available for those who contracted with Odin prior to May 1, 2026.