End User License Agreement

This End User License Agreement (this "Agreement") is a legally enforceable contract between you or the company, organization or other legal entity that you represent ("Customer") and Valmont Industries, Inc. ("Valmont"). This Agreement governs the use of the BaseStation3 (including all related documentation, the "Software"). The Software is licensed, not sold, to the Customer.

By installing, accessing, or otherwise using the Software, you (i) acknowledge that you have read and understand this agreement; (ii) represent that you are 18 years of age or older/of legal age to enter into a binding agreement; and (iii) accept this agreement and agree that you are legally bound by its terms. If you do not agree to these terms, do not install or use the Software.

1. License Grant. Subject to the terms of this Agreement, Valmont grants Customer a limited, non-exclusive, and nontransferable license to access and use the Software for Customer's purposes as authorized in this Agreement and the applicable provisions of the documentation, which Customer agrees to review carefully prior to using the Software.

2. License Restrictions. Customer shall not:

(a) copy the Software, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Software, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third-party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time; or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software.

3. Reservation of Rights. No exclusive rights are granted by this Agreement. Customer acknowledges and agrees that the Software is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Valmont reserves and shall retain its entire right, title, and interest in and to the Software,

including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to the Customer in this Agreement.

4. <u>Customer Data License</u>. Customer hereby grants to Valmont a nonexclusive worldwide, royalty-free, perpetual limited license right and license to: (a) use and analyze Customer Data to provide maintenance and support for the Software, and for internal research and development purposes; (b) analyze Customer Data with similar data from other sources for identifying trends, patterns, relationships, and statistics ("Trend Data"); (c) summarize, aggregate, or otherwise consolidate Customer Data with similar data from other sources to develop data aggregates, abstracts, reports, or other descriptions ("Summary Data"); and (d) to use and distribute to others Customer Data as it appears in Trend Data and Summary Data. Anything in this Section 4 to the contrary notwithstanding, Valmont shall not present Customer Data to third-parties in any form or in any manner that would permit Customer's identity to be explicitly or implicitly revealed except when such transfer to a third-party is done pursuant to Section 5 below. "Customer Data" shall mean data obtained directly or indirectly from or through Customer or Customer's use of the Software that is identified as Customer's data, and is not data in any form provided by Valmont.

5. <u>Customer Data Transfers to Third-Party</u>. Valmont agrees to transfer Customer Data to a third-party that has been preapproved by Valmont ("Valmont Approved Third-Party") upon Valmont's receipt of a written or electronic request from Customer authorizing such a transfer (each a "Data Transfer Authorization"). Upon Valmont's receipt of a Data Transfer Authorization, Valmont shall be instructed and authorized by Customer to begin and continue transferring Customer Data to such Valmont Approved Third-Party until Valmont receives a written or electronic request stating that transfers to such Valmont Approved Third-Party should cease (each a "Data Transfer Authorization Revocation"). Valmont will cease transfer of Customer Data to such Valmont Approved Third-Party within a reasonable period of time from the receipt of a Data Transfer Authorization Revocation. All transfers of Customer Data shall be done at Valmont's sole discretion including but not limited to with respect to duration, frequency, file size, timing, and transfer speed. VALMONT SHALL NOT BE LIABLE AND CUSTOMER AGREES TO HOLD VALMONT HARMLESS FOR ANY VALMONT APPROVED THIRD-PARTY'S USE OF CUSTOMER DATA AND FOR CUSTOMER'S USE OF A VALMONT APPROVED THIRD-PARTY.

6. <u>Content and Services</u>. The Software may provide Customer with access to Valmont's website (the "Website") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Software may be hosted on the Website (collectively, "Content and Services"). Customer's access to and use of such Content and Services are governed by the Website's Privacy Policy, which are incorporated herein by this reference. Customer's access to and use of such Content and Services may require Customer to acknowledge Customer's acceptance of such Privacy Policy and to register with the Website, and Customer's failure to do so may restrict Customer from accessing or using certain of the Software's features and functionality.

7. <u>Updates</u>. Valmont may from time to time in its sole discretion develop and provide Software updates, which may include upgrades, bug fixes, patches, other error corrections, and new features (collectively, including related documentation, "Updates").

Updates may also modify or delete in their entirety certain features and functionality. Customer agrees that Valmont has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. When Customer is connected to the internet:

(a) the Software will automatically download and install all available Updates, or

(b) customer may receive notice of or be prompted to download and install available Updates.

Customer shall promptly download and install all Updates and acknowledge and agree that the Software or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.

8. Third-Party Materials. The Software may display, include, or make available third-party content (including data, information, Software, and other products, services, and materials) or provide links to third-party websites or services, including through third-party advertising ("Third-Party Materials"). Customer acknowledges and agrees that Valmont is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Valmont does not assume and will not have any liability or responsibility to Customer or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to Customer, and Customer accesses and uses them entirely at Customer's own risk and subject to such third-parties' terms and conditions.

9. Term and Termination.

(a) The term of Agreement commences when Customer activates the Software and will continue in effect until terminated by Customer or Valmont as set forth in this Section 9.

(b) This Agreement shall terminate immediately upon Customer's failure to pay the applicable fees and any other required fees prior to the end of any Term, or Customer's discontinuance of production use of the Software for any reason other than Software malfunction. Otherwise, this Agreement may be terminated only:

(i) by either party for: (1) convenience as of the end of any Term by giving thirty (30) days prior written notice; or (2) material breach of this Agreement by the other party which remains uncured more than thirty (30) days after receipt of written notice of such breach.

(ii) by Valmont: (1) upon notice of termination provided to Customer if Customer violates any material term of this Agreement pertaining to its uses of the Software or Valmont's rights; (2) immediately if any substantial change in Customer's organization results in management, ownership, or control by a Valmont competitor, or by an entity with a division or subsidiary that is a Valmont competitor, or if Customer manages, owns, or controls a Valmont

competitor; or (3) immediately if Customer becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits an appointment of a receiver for its business or assets, becomes subject to proceedings under any domestic or foreign bankruptcy or insolvency law, or is liquated.

(c)   Upon termination:

(i)   all rights granted to Customer under this Agreement will also terminate; and

(ii)   customer must cease all use of the Software and destroy all related materials, retaining no copies.

(d)   Termination will not limit any of Valmont's rights or remedies at law or in equity.

10.   <u>Disclaimer of Warranties</u>. THE SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VALMONT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, VALMONT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, SOFTWARES, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

11.   <u>Limitation of Liability</u>. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VALMONT OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO CUSTOMER'S USE OF OR INABILITY TO USE THE SOFTWARE OR THE CONTENT AND SERVICES FOR:

(a)   PERSONAL INJURY, PROPERTY DAMAGE, CROP LOSS, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR

MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b)   DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE.

FOR THE AVOIDANCE OF DOUBT, VALMONT SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR ACTION NOT TAKEN BY CUSTOMER IN RELIANCE ON A RECOMMENDATION OF VALMONT, THE SOFTWARE, AND/OR ANY THIRD-PARTY. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR VALMONT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO CUSTOMER.

12.   <u>Indemnification</u>. Customer shall defend, indemnify, and hold harmless Valmont, its affiliates, dealers, and third-party suppliers, and their officers, directors, personnel, agents, and representatives, (each an "Indemnified Party") from and against all claims, demands, proceedings, injuries, liabilities, damages, losses, costs, and expenses, (including reasonable legal fees and court costs) ("Losses") brought by any third-party against any Indemnified Party arising from or in connection with Customer's use of the software, regardless of whether such Losses are caused, wholly or partially, by any negligence, breach of contract, or other fault of an Indemnified Party.

13.   <u>Compliance with Law</u>. Customer warrants that it will use the Software for lawful purposes and will comply with any government law, regulation, or rule applicable hereto, including the laws of the US and foreign trade control laws and regulations; and that it understands that the Software may be subject to export and other foreign trade controls restricting re-sales and/or transfers to other countries and parties, including US Export Administration Regulations and/or the foreign trade control regulations of the US Treasury Department. Any other provision of this Agreement to the contrary notwithstanding, Customer agrees that the Software shall not be resold, re-exported, or otherwise transferred. The Software remains subject to applicable US laws.

14.   <u>Severability</u>. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. The invalidity or unenforceability of any term shall not constitute a failure of consideration hereunder.

15.   <u>Governing Law</u>. This Agreement is governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Software shall be instituted exclusively in the federal courts of the United

States or the courts of the State of Nebraska in each case located in Douglas County, Nebraska. Customer waives any and all objections to the exercise of jurisdiction over Customer by such courts and to venue in such courts.

16. <u>Limitation of Time to File Claims</u>. ANY CAUSE OF ACTION OR CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. <u>Entire Agreement</u>. This Agreement and Valmont's Privacy Policy constitute the entire agreement between Customer and Valmont with respect to the Software and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Software.

18. <u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.