

Cloud Service Agreement Terms and Conditions

The Order Form, these Terms and Conditions, and any addenda attached hereto or referenced herein (each of which are hereby incorporated by this reference) (collectively, this "Agreement"), describe the relationship between the A.W. Chesterton Company ("Chesterton") and one or more of its Affiliates identified on the Order Form and the Customer identified in the Order Form ("Customer"). This Agreement will become effective as of the date when the Order Form is executed by authorized representative of Customer (the "Effective Date"). Customer acknowledges and agrees that these terms and conditions for the Software Products and Cloud Service (each as defined below) (which may be updated from time to time) ("Terms and Conditions") form a part of the Agreement and describe the rights, obligations, restrictions and liabilities of the parties with respect to the Software Products and Cloud Service. Capitalized terms used but not defined herein shall have the meanings set forth in the Order Form.

1. Definitions.

"Affiliate" means any entity which directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity. "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Account" means an account created by or on behalf of an Authorized User for use of the Solution,

"Apps" means the Chesterton Connect App and Third-Party Apps.

"Authorized Users" means employees or individual subcontractors of Customer, or distributors of Customer who are authorized to access and use the Cloud Service and Software Products.

"Chesterton Connect App" means Chesterton's proprietary mobile and browser-based application that can be used to access and use the Cloud Service.

"Cloud Service" means access and use of the Software Products and Content on a software-as-a-service basis via the Internet.

"Confidential Information" means information concerning the business of the other party and/or its Affiliates, whether or not reduced to writing, including, without limitation information pertaining to developments, techniques, data, know-how, methodology, formulations, benchmarks, research, processes, technology, designs, materials, ideas, plans, trade secrets, customers, proprietary information, accounting data, and other information relating to the business of the other party, including, without limitation, the terms of this Agreement.

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"Content" means the audio and visual information, documents, software, products, and services contained in or made available to the Authorized Users in the course of using the Cloud Service.

"Customer Data" means data, information and/or records collected, stored, submitted, or inputted by Customer or an Authorized User into or otherwise processed or recorded through the Cloud Service.

"End User Agreement" means Chesterton's form of end user agreement (which may be in the form of an End User License Agreement, Terms of Service or Terms of Use agreement) for the Software Products and Cloud Service as it may exist from time to time, pursuant to which Customer and its Authorized Users shall access and use the Software Products and/or Cloud Service. All End User Agreements shall be entered into directly between Licensor and the applicable Authorized User.

"Devices" means Chesterton's monitoring and communication devices (such as the Chesterton Connect sensor) which help Customer monitor and manage its Products.

"Licensor" means any third party who licenses materials, products, software, data, or other technology to Chesterton in connection with the Cloud Service, including without limitation Preddio Technologies, Inc.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm or to obtain information from a user or a user's computing device without his or her consent, including, for example, viruses, worms, time bombs, Trojan horses, malware or spyware.

“Order Form” means the document substantially in the form of the cover pages of the Agreement or as otherwise executed by the Customer, on which Customer orders the Cloud Service from Chesterton. Each Order Form shall reference the Effective Date of the Agreement and forms a part of the Agreement. No Order Form shall be binding on Chesterton until accepted in writing by an authorized officer of Chesterton.

“Output” shall mean all documents, information, records and other output of the Cloud Service.

“Products” means sealing devices and other industrial products designed, manufactured, and/or sold by Chesterton for use with industrial equipment.

“Software Product(s)” means the Chesterton Connect App and any other Chesterton software products identified on the Order Form.

“Solution” means the Cloud Service, Software Product(s), Devices Output, and User Materials.

“Third-Party App(s)” means one or more third-party mobile applications downloaded and installed on individual devices of Customer or an Authorized User to use in connection with the Cloud Service.

“User Materials” means any help files or written instruction manuals regarding the use of the Software Products and/or Cloud Service provided to Customer by Chesterton.

2. Software Products and Cloud Service.

2.1 Provision of Cloud Service. Chesterton will use commercially reasonable efforts to make the Cloud Service available to Customer and its Authorized Users during the Term in accordance with the terms of these Terms and Conditions and the End User Agreement, subject to downtime for scheduled maintenance, emergency maintenance, and any outages caused by circumstances outside the reasonable control of Chesterton. Customer acknowledges that provision of the Cloud Service and certain obligations of Chesterton hereunder may be dependent upon Customer providing access to certain data, information or assistance to Chesterton from time to time, and that the same may be essential to the performance of the Cloud Service. Customer agrees to provide such data, information or assistance to Chesterton upon Chesterton’s request.

2.2 Ownership; License; Restrictions. Subject to the terms and conditions of the Agreement, and to each Authorized

User’s compliance with the End User Agreement, Chesterton grants to Customer a limited, revocable, non-exclusive license to access and use the Software Products and the Cloud Service during the Term, pursuant to the Terms of the End User Agreement and solely for Customer’s internal use. The Devices, Software Products, and Cloud Service are proprietary to Chesterton, subject to Chesterton’s suppliers’ and Licensors’ rights to third-party products, and Chesterton reserves all right, title and interest in and to the Devices, Software Products, and Cloud Service, including all related software and intellectual property rights. No rights are granted to Customer hereunder other than the limited license and access rights expressly set forth herein. As between Customer and Chesterton, Customer is solely responsible for (a) its Authorized Users and for all activities that occur under its and their accounts; (b) the accuracy and quality of Customer Data; and (c) complying with all applicable federal, state and local laws, rules and regulations in using the Cloud Service. Customer shall prevent unauthorized access to, or use of, the Cloud Service, and notify Chesterton immediately of any such unauthorized access or use. The Solution may not be used to develop any product which competes with the Solution.

2.3 Scope. The Solution may only be used to access information about Products which are owned or managed by Customer. The Chesterton Connect App is intended to be used solely in conjunction with one or more Chesterton Device(s).

2.4 Restrictions. Customer shall not, and shall not permit any Authorized User or third party to: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise exploit or make the Cloud Service or Devices available to any third party; (ii) translate, adapt, modify, copy, update, revise, enhance, or otherwise alter or create derivative works of the Cloud Service or Devices; (iii) reverse engineer, disassemble or decompile (or attempt to reverse engineer, disassemble or decompile) the Cloud Service or Devices (other than to the extent expressly permitted under an applicable open source license, to enable debugging in connection with the use of such open source product); (iv) access the Cloud Service or purchase the Devices in order to (1) build a competitive product or service, or (2) copy any ideas, features, functions or graphics thereof; (v) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (vi) interfere with or disrupt the integrity or performance of the Cloud Service; (vii) attempt to gain unauthorized access to the Cloud Service or its related systems or networks; (viii) use the Cloud Service or Devices for unlawful purposes or for any

purpose not expressly permitted by the Agreement; or (ix) make the Cloud Service, Devices, or Software Products available to any third party other than Authorized Users. If Chesterton has reasonable grounds to believe that Customer is in violation of this Section 2.4, Chesterton may suspend or terminate Customer's and/or its Authorized Users' access to the Cloud Service immediately. The Solution includes open source and third-party programs that are subject to the license terms and notifications of such open source or third-party license. Any open source or third-party programs incorporated in the Solution are not subject to Section 11.2.

2.5 Usage Limits. The Cloud Service may be subject to usage limits specified in the applicable Order Form. Unless otherwise specified: (a) a quantity in an Order Form refers to the number of Devices connected to the Cloud Service and Content; (b) an Authorized User's password may not be shared with any other individual. Customer represents and warrants that (i) it and each of its Authorized Users is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) it and each of its Authorized Users is not listed on any U.S. Government list of prohibited or restricted parties.

2.6 Customer Data. Chesterton recognizes and agrees that, except as specified herein, it has no claim of ownership to Customer Data, and that title and all ownership rights in and to such Customer Data shall at all times remain with Customer. Customer understands and acknowledges that Chesterton provides the Cloud Services using facilities and service providers located within the United States, and if Customer or any of its Authorized Users reside outside the United States, Customer Data and any personal information provided will be transferred to and processed in the United States.

2.7 Apps. In the event that Customer or its Authorized Users uses any Apps, Customer and its Authorized Users will only use the Apps as permitted by each App's applicable terms of service. Customer acknowledges and agrees that the availability of the Apps is dependent on the third party from whom Customer received the App license, e.g., the Apple App Store or Google Play (collectively, the "App Store"). Customer acknowledges that these Terms and Conditions are between Customer and Chesterton and not with the any App Store. Customer also acknowledges that the terms of service applicable to any Third-Party App are between Customer and the applicable App Store and/or owner of the Third-Party App. Chesterton is not responsible for any Third-Party App, the content thereof, maintenance, support services, and

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warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use any App, Customer must have access to a wireless network, and Customer agrees to pay all fees associated with such access. Customer also agrees to pay all fees (if any) charged by the App Store in connection with any App. Customer agrees to comply with, and Customer's license to use an App is conditioned upon Customer's compliance with, all applicable terms of service (e.g., the App Store's terms of service and any applicable terms of use for the particular App) when using the App. Customer acknowledges that each App Store (and its subsidiaries) are third-party beneficiaries of these Terms and Conditions and will have the right to enforce them.

2.8 Changes. Chesterton reserves the right, in its sole discretion, to make any changes to the Cloud Service, including the Software Products and Devices, that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Chesterton's Software Products, Devices, or Cloud Service to its other customers, (ii) the competitive strength of or market for Chesterton's Software Products, Devices, or Cloud Service or (iii) the Software Products', Devices', or Cloud Service's cost efficiency or performance; or (b) comply with applicable law.

2.9 Affiliates and Subcontractors. Chesterton and its Affiliates may from time to time in its sole and absolute discretion engage third parties to perform all or a portion of the Service.

2.10 Suspension or Termination of Cloud Service. Chesterton or its Affiliates or Licensors may, directly or indirectly, and by use any lawful means, suspend, terminate or otherwise deny Customer, any Authorized User's or any other person's access to or use of all or any part of the Solution, without incurring any resulting obligation or liability, if: (a) Chesterton receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Chesterton to do so; or (b) Chesterton believes, in its sole discretion, that (i) Customer or any Authorized User has failed to comply with, any material term of this Agreement, or accessed or used the Solution beyond the scope of the rights granted or for a purpose not authorized under this Agreement, (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Cloud Service, or (iii) this Agreement expires or is terminated. This Section 2.10 does not limit any of Chesterton's other rights or remedies,

whether at law, in equity or otherwise available under this Agreement.

3. Customer Responsibilities. Customer will ensure that each Authorized User enters into an End User Agreement and complies with the terms of this Agreement. Customer is responsible for obtaining all authorizations, consents, releases, and permissions necessary or desirable to enter Customer Data into the Cloud Service, to use the Cloud Service to process and store Customer Data and to receive the Cloud Service and Output. Customer and its Authorized Users will not submit any Customer Data or use the Software Products, Devices, or Cloud Service in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations or any judicial or administrative orders. Customer hereby represents and warrants that Customer possesses all necessary rights in and to Customer Data, including without limitation all rights and consents to upload and submit Customer Data through the Cloud Service. Neither Customer Data nor Customer's use of the Software Products, Devices, or Cloud Service shall (i) be defamatory, harmful to minors, obscene, indecent, pornographic, libelous, threatening, or harassing; (ii) contain or cause to be placed any worms, viruses or programming routines intended to interfere, damage, corrupt, surreptitiously intercept or expropriate any system, data or personal information; (iii) be materially false, misleading or inaccurate; or (iv) violate any Federal, state or local laws or regulations. Chesterton may take action should Customer or any of its Authorized Users violate this Section, including but not limited to immediate suspension of access to the Cloud Service and/or termination of the Agreement.

4. Accounts. Each Authorized User will have a unique Account for his or her access to the Cloud Service. Customer will ensure that its Authorized Users will use only their respective assigned Accounts and will never use another's Account. Customer will adopt and maintain such security precautions for Account credentials to prevent their disclosure to and use by unauthorized persons and will promptly notify Chesterton if the security or integrity of an Account or password has been compromised. Customer will promptly delete or deactivate any Authorized User's Account when that user is no longer an Authorized User. Authorized Users must provide certain personal information such as full name and email address to create an Account or receive communications from Chesterton or its Affiliates or Licensors. Customer and each Authorized User is responsible for ensuring that any personal information that he or she

provides is accurate and up to date. To the extent that Customer provides personal information regarding an Authorized User to Chesterton, so that Chesterton can set up an Account or otherwise, Customer represents and warrants that it has a legal basis to do so. Customer is solely responsible for all damages or claims that may arise from any access to or use of the Cloud Service by any person to whom Customer or any Authorized user has provided usernames, passwords or other identifying information, or by any person who has obtained such information from Customer or any Authorized User, including, but not limited to, any access to or use of the Cloud Service that may occur after Customer or an Authorized User has notified Chesterton that Account identification, password or other identifying information has been lost, stolen or otherwise compromised.

5. Responsibility for Users. Customer will (a) remain responsible for all obligations under this Agreement arising in connection with any use of the Cloud Service by any other person or entity authorized by, through or as a result of an act or omission of Customer ("Other User"), including without limitation any Authorized User; (b) be liable for any act or omission by any Other User, which, if performed or omitted by Customer, would be a breach of this Agreement; and (c) any such act or omission of any Other User will be deemed to be a breach of this Agreement by Customer.

6. Customer Review and Responsibility. Customer will be solely responsible for any services that it provides to others or decisions it makes involving the use of the Cloud Service, Customer Data, Output or the Cloud Service. Chesterton makes no representations concerning the completeness, accuracy, or utility of any Customer Data in the Cloud Service or any Output or concerning the qualifications or competence of any Authorized User that may place Customer Data in the Cloud Service. Customer shall be solely responsible for ensuring accuracy, completeness and compliance of any Output provided to any third party, and all liabilities and responsibilities in connection with such Output, and Chesterton shall not be responsible for the accuracy, completeness, or compliance thereof. Chesterton shall not be liable for the accuracy, completeness or authenticity of Customer Data furnished by Customer or any other third party, and shall have no obligation or responsibility to audit, check or verify the Customer Data. Neither Customer nor any other person will have any claim or cause of action against Chesterton as a result of any professional or other services rendered or withheld in connection with the use of the Cloud Service, Customer Data, Output or the Cloud Service.

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7. Removal of Content. If Chesterton is required by a licensor to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Chesterton may so notify Customer and in such event, Customer will promptly remove such Content from Customer systems.

8. Suggestions and Feedback. In consideration of access to the Cloud Service, Customer hereby irrevocably and exclusively assigns, conveys, transfers and sets over absolutely to Chesterton, all rights, title and interests in and to (whether or not now existing) in and to all ideas, suggestions, enhancements, recommendations or other feedback (collectively, "Feedback") provided by Customer and/or its Authorized Users, including without limitation any and all intellectual and proprietary rights therein. Without limiting the foregoing, Chesterton shall have all rights to use, reproduce, modify, edit, adapt, publish, sell, translate, create derivative works from, distribute, transmit, display, perform, and license and/or sell Feedback, contribute or otherwise provide to or through the Cloud Service (in whole or part) and/or incorporate such Feedback, in whole or in part, in other works in any form, media or technology now known or later developed for any purpose without compensation to Customer or any third party.

9. Customer Equipment, Hardware, and Software Requirements. Customer agrees that it shall provide and maintain, at its sole cost and expense, all hardware, software, Internet access and other materials necessary to permit Customer's and its Authorized Users' access to and use of the Cloud Service.

10. Confidentiality.

10.1 General Obligations. The parties acknowledge and agree that they may receive or be exposed to Confidential Information of the other party during the Term. Without limiting anything herein, the parties acknowledge and agree that the Cloud Service comprises Confidential Information of Chesterton and Customer Data are Confidential Information of Customer, other than as provided herein. Each party acknowledges that the Confidential Information of the other is confidential and proprietary and agrees not to disclose such Confidential Information to anyone other than employees of the receiving party who have a need to know such information and are bound by confidentiality obligations at least as restrictive as those contained herein. In addition, the receiving party agrees that it will not, without the prior written consent of the disclosing party, use the Confidential Information for any

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purpose other than to fulfill its obligations under the Agreement. Each party shall protect the Confidential Information of the other at least to the same extent it protects its own similar information, but in no event using less than reasonable care. The parties' obligations of confidentiality shall not apply to information which: (i) is obtained from a third party that did not make a disclosure in violation of a nondisclosure obligation; (ii) is in or enters the public domain not as a result of action by the receiving party; (iii) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; (iv) was in the receiving party's lawful possession prior to the disclosure by the disclosing party without nondisclosure obligations; or (v) is required to be disclosed by law or court order; provided, however, that in the event of any such required disclosure, the receiving party shall provide the disclosing party with prompt written notice thereof and shall cooperate with the disclosing party in any attempt to quash, limit or otherwise prevent or limit disclosure. For avoidance of doubt, Chesterton shall have the right to use Customer Data provided in connection with the Agreement, and to disclose Customer Data to its Licensors and/or Affiliates, as necessary to provide the Cloud Service and provide services to Customer, including but not limited to advising Customer on Chesterton products, and as otherwise permitted by these Terms and Conditions and Chesterton and/or its applicable Licensor(s) or Affiliate(s) shall exclusively own all insights or new data created or derived by Chesterton or its Licensors or Affiliates therefrom. Chesterton and its Affiliates and/or Licensors may retain and use anonymized data that is derived from Customer's usage. Chesterton and its Licensors and Affiliates reserve the right to use this data for research, performance tuning, product development, predictive analytics or any other lawful purposes. Such anonymized data will never include personally identifiable information and will be aggregated with data from other users or customers of Customer or its Licensors or Affiliates or otherwise stripped of information that would allow a third party to identify Customer. If Customer purchases Chesterton products through a third-party Chesterton product distributor (a "Distributor"), Chesterton may, at Customer's written request, make an Authorized User Account for one or more of the Distributor's employees; Customer understands and accepts that this will give the Distributor access to Customer Data and that Customer is responsible for establishing its own confidentiality terms with the Distributor.

10.2 Injunctive Relief. Notwithstanding anything to the contrary herein, if the receiving party breaches or threatens to breach this Section 10.2, the

disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts without the requirement of posting of bond.

11. Indemnification.

11.1 Customer. Customer shall defend, indemnify and hold Chesterton and its Affiliates and Licensors, and their officers, employees and representatives, harmless from and against any and all awards, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with allegations, claims, demands, suits or proceedings made or brought against Chesterton arising out of or related to (i) Customer's Account, use of the Cloud Service and/or Devices, or any violation of the Agreement, and/or (ii) the gross negligence or willful misconduct of Customer or its Authorized Users.

11.2 Chesterton. Chesterton shall hold Customer harmless from and against any claim, action, suit or proceeding brought by a third party against Customer alleging that the use of the Software Products, or Cloud Service by Customer as contemplated hereunder infringes a U.S. patent issued as of the Effective Date, registered copyright, registered trademark, or trade secret rights of a third party (each, an "Infringement Claim"). Chesterton shall pay any damages awarded to a third party in any final judgment entered by a court of competent jurisdiction with respect to any such Infringement Claim or agreed to by Chesterton in any settlements arising out of such Infringement Claim; provided, that (a) Customer promptly gives written notice of the Infringement Claim to Chesterton; (b) Customer gives Chesterton sole control of the defense and settlement of the Infringement Claim (provided that Chesterton shall not settle any Infringement Claim without Customer's consent unless it unconditionally releases Customer of all liability); (c) Customer provides to Chesterton, at Chesterton's cost, all reasonable assistance; and (d) the alleged infringement does not arise as a result of: (i) the combination, operation, or use of the Software Products, Devices, or Cloud Service with third-party software, services or other products or materials not furnished by Chesterton; (ii) the modification by Customer or any third party of the Software Products, Devices, or Cloud Service; (iii) Customer's improper or misuse of the Software Products, Cloud Service, or Devices (including without limitation, in violation of applicable laws, rules or regulations or this Agreement); (iv) Chesterton's compliance with Customer's instructions; (v) Chesterton's use of trademarks, Customer Data or other materials supplied by Customer, (vi) any breach or alleged breach by Customer of this Agreement, (vi) the conduct of

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any business in connection with use of the Cloud Service; or (vii) any Content owned by a third party and provided by Chesterton through the Cloud Service. THIS SECTION STATES CUSTOMER'S SOLE REMEDY AND CHESTERTON'S SOLE LIABILITY WITH RESPECT TO CLAIMS RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

12. Warranties; Disclaimer.

12.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that: (a) it is duly organized and in good standing under the laws of its state of incorporation or organization and is duly qualified to do business in the applicable jurisdiction in which it conducts its business; (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

12.2 Internet Delays. The Cloud Service may be subject to limitations, delays, unavailability and other problems inherent in the use of the internet, mobile applications, electronic communications, mobile devices and telecommunications infrastructure. Chesterton is not responsible for any such limitations, delays, unavailability, or other problems or any damage resulting therefrom.

12.3 Disclaimer. THE SOLUTION AND ALL OTHER MATERIALS AND INFORMATION PROVIDED BY CHESTERTON OR ANY OF ITS LICENSORS OR SUPPLIERS ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS," AND CHESTERTON AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR THAT THE CLOUD SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER CHESTERTON NOR ANY OF ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE

PROVISION OR OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. USE OF INFORMATION PROVIDED THROUGH THE SOLUTION IS SOLELY AT CUSTOMER'S OWN RISK. IN NO EVENT SHALL CHESTERTON BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER, ANY AUTHORIZED USER, OR ANY THIRD PARTY ACCESSING THE SOLUTION BY OR THROUGH CUSTOMER IN RELIANCE ON ANY INFORMATION ACCESSED BY OR THROUGH THE SOLUTION. The parties acknowledge and agree that no prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between the parties will be of any force or effect. Each party represents and warrants that, in entering into and performing its obligations under the Agreement, it has not, does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation is expressly set forth herein. Customer agrees that its use of the Software Products, Cloud Service, User Materials, Output and any additional software or services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Chesterton with respect to functionality or features.

12.4 CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

13. Limitations on Liability.

13.1 Limitation of Remedies. Customer's primary remedy, and Chesterton's sole obligation, with respect to any defect, deficiency or failure in the Cloud Service or Chesterton's performance under this Agreement shall be for Chesterton to correct such defect, deficiency or failure by properly performing the Cloud Service promptly following receipt of notice of such defect, deficiency or failure. If Chesterton is unable to correct the deficiency, the parties will work together in good faith to determine an equitable portion of the fees paid to Chesterton, to be refunded to Customer, for the deficient portion of the Cloud

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Service, or Software Products. Subject to Section 11.2, the remedies provided in this Section 13.1 shall be Customer's sole and exclusive remedies and Chesterton's sole obligation with respect to any defect, deficiency, or failure in the Deliverables Cloud Service, Software Products, or Chesterton's performance of this Agreement.

13.2 Waiver of Consequential Damages; Maximum Liability. IN NO EVENT SHALL CHESTERTON OR ANY OF ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL OR SPECIAL DAMAGES OR LOST PROFITS HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL CHESTERTON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY CLAIM AND/OR SERIES OF CLAIMS, WHETHER RELATED OR UNRELATED, UNDER THE LICENSE AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CUSTOMER TO CHESTERTON DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS).

14. U.S. Government End-Users. Chesterton provides the Solution, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Solution include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data — Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Chesterton to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

15. Force Majeure. Chesterton shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any act of God, fire, strike, embargo, terrorist attack, war, insurrection or riot, computer, telecommunications, service provider or hosting facility failures or delays involving hardware, software or power systems not within Chesterton's possession or reasonable control, denial of service attacks,

incompatibility of Customer's equipment, hardware or software with the Cloud Service, acts or omissions of vendors or suppliers, transportation and telecommunications difficulties, pandemic, epidemic, or other causes beyond the reasonable control of Chesterton. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

16. Governing Law; Jurisdiction; Venue. The Cloud Service is provided by or on behalf of the A.W. Chesterton Company and these Terms and Conditions may be enforced directly between the A.W. Chesterton Company and Customer. This Agreement is governed by the laws of the Commonwealth of Massachusetts, USA and controlling United States Federal Law without regard to any conflicts of law provisions. Any dispute arising from or in connection with these Terms or Connect shall be heard in and before the federal or state courts located in Massachusetts or settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If the dispute is settled by arbitration, judgment on the award may be entered by any court having jurisdiction.

17. English Language. The Terms and Conditions may be presented or made available in languages other than English for the convenience of the Customer. If there exist versions of this Agreement or portions thereof or any amendments hereto or thereto, in any language other than English, the binding and controlling version of all of the foregoing shall be the English version, except as otherwise required by applicable law.

18. Termination and Effect of Termination. This Agreement is fixed for the Term identified in the Order Form, and may only be terminated by Customer for cause. Upon expiration or termination of the Agreement, Chesterton may immediately terminate Customer's and Authorized Users' access to the Cloud Service, and Customer and Authorized Users shall cease all access to the Cloud Service. Chesterton has no obligation to retain any Customer Data following termination and may, without further obligation or notice to Customer, delete or destroy the same. The following provisions shall survive any termination or expiration of the Agreement: Sections 1, 2.2, 3, 4, and 6-21 of these Terms and Conditions.

19. Competitors. Customer shall not access the Solution if Customer is a competitor of Chesterton, nor permit any third party to access the Cloud Service if such third party is a competitor of Chesterton, except with Chesterton's prior

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written consent which may be withheld in Chesterton's sole and absolute discretion. In addition, Customer shall not access the Solution for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

20. Miscellaneous. There are no other third-party beneficiaries under this Agreement. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party agrees to comply with all U.S. laws, ordinances, orders, directions, rules, and regulations applicable to such party in connection with the Agreement. All notices under the Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; or (c) the second business day after sending by confirmed facsimile. Notices to each party shall be sent to the addresses set forth below in the Order Form. All parts of this Agreement apply to the maximum extent permitted by law. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect. The invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect. Any failure of a party to exercise or enforce any of its rights under the Agreement will not act as a waiver of such rights. Customer may not assign or transfer any of its rights hereunder without the prior written consent of Chesterton; provided, that Customer may assign or transfer its rights under the Agreement in the event of a change of control, merger, sale of all or substantially all of its assets, reorganization, or operation of law without Chesterton's prior written consent. These Terms and Conditions, together with the Additional Terms and any other addenda attached hereto or referenced herein, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of the Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument.

