

GUARDIAN END-USER LICENSE AGREEMENT

1. BASIC CONDITIONS:

Gilson Company, Inc, (“Gilson” or “us” or “we” or “our”) owns and provides a program/service called “Guardian” that can be used in combination with a downloadable mobile app called “GuardianField” and related concrete testing software called “Guardian” which allow users of Gilson’s concrete testing equipment (“Equipment”) to: (1) transfer/upload data from Equipment to a Gilson-operated online account/portal where such data can be saved, analyzed, and/or transferred to third parties; (2) set up a concrete testing project through the online account/portal where the details of such project can be downloaded to specific Equipment; (3) save backup calibration data for the Equipment and other user data that can be reloaded/restored back to the same or different Equipment; and (4) allow Gilson to have Equipment monitored/tracked so Equipment can be updated with new machine software/upgrades (collectively, (1) through (4) are referred to herein as the “Purposes”). Hereinafter, the Guardian program/service, the GuardianField mobile app and the Guardian software will be referred to collectively as “Guardian”. This End-User License Agreement (“UA”) governs your use of Guardian, including any associated media, printed materials, and electric documentation as well as any related products, services, updates, revisions, additions or modifications created, provided in connection with, or incorporated into Guardian from and after the effective date of this UA (collectively with the Guardian and Equipment, the “Services”).

This UA is effective as of the date set forth in the signature block, and is a year to year agreement that automatically renews each year unless terminated by either party in accordance with the terms herein.

IMPORTANT, PLEASE READ CAREFULLY: BY USING THE GUARDIAN OR ANY RELATED SERVICES, INCLUDING BUT NOT LIMITED TO, REGISTERING FOR A GUARDIAN ACCOUNT, YOU AGREE TO BE BOUND BY THIS UA. IF YOU DO NOT AGREE TO BE SO BOUND, YOU ARE NOT AUTHORIZED TO USE GUARDIAN OR OUR OTHER SERVICES. THIS UA IS A LEGAL CONTRACT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE BUSINESS ENTITY) AND GILSON AND GOVERNS YOUR ACCESS TO AND USE OF OUR SERVICES. GUARDIAN AND ANY RELATED GILSON SERVICES ARE NOT AVAILABLE TO PERSONS OR ENTITIES WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THIS UA. IF YOU DO NOT OR CANNOT AGREE TO BE SO BOUND, YOU ARE NOT AUTHORIZED TO USE GUARDIAN OR ANY RELATED GILSON SERVICES. YOUR RIGHTS TO USE GUARDIAN OR OTHER GILSON SERVICES ARE LIMITED BY APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

Guardian and our other Services are intended for adults eighteen (18) years of age or older. By accessing Guardian or using any other Services, you represent that you are eighteen (18) years of age or older.

This UA only applies to Guardian and the Services identified above. Other products or services owned or controlled by Gilson may have their own governing agreement and should be reviewed. For example, Gilson may offer other services or promotions that have their own terms of use or rules, and if any portion of this UA conflicts with the special terms of use or rules for any such Gilson promotion, the conflicting portion of the special terms or rules will govern for that specific promotion unless stated otherwise. Gilson's business customers may enter into a separate primary agreement with Gilson for different products and services that we provide, and to the extent any portion of such separate primary agreement between Gilson and its applicable customer conflicts with any term in this UA, the terms of the applicable primary agreement between Gilson and its customer will govern for that specific portion.

2. REGISTRATION:

Any person establishing a Guardian-related account on behalf of a company or other organization and who clicks the "I Agree" button at the bottom of this UA or otherwise takes steps to be bound by this UA represents and warrants that: (A) they are authorized to legally bind the company or other organization that will use the account to the terms of this UA; and (B) such entity has full power and authority, corporate or otherwise, to enter into this UA and perform its obligations hereunder. As used in this UA, "you" refers to the registered company or organization (or person, if a sole proprietor or employee of the company or organization) on the Guardian-related account, unless specifically stated otherwise.

As part of the registration process, you shall select a password and a subscriber ID. You shall provide Gilson with certain registration information, all of which must be accurate and updated as appropriate. You may only register for one account in connection with Guardian and our other Services, which must be done in the legal name of the company or other entity that will use the account. You may not: (A) select or use a subscriber ID of another party with the intent to impersonate that party; (B) use a subscriber ID in which another party has rights without such party's authorization; (C) provide false or misleading information regarding the company or other entity that will use the account; or (D) use a subscriber ID that Gilson, in its sole discretion, deems offensive. Failure to comply with the foregoing shall constitute a breach of this UA, which may result in immediate termination or rejection of your account and/or right to use the Guardian or any related Services. You shall be responsible for maintaining the confidentiality of your password and subscriber ID. You agree to immediately notify Gilson of any known or suspected unauthorized use of your account or password, or any known or suspected breach of security in relation to Guardian or our Services, including loss, theft or unauthorized disclosure of your password and/or subscriber ID.

You are responsible for all usage or activity that occurs through your account for the Services, including any unauthorized use of such account. If Gilson suspends or terminates your account under this UA, you may request that information and content associated with such account be transferred to you, provided that your account standing is otherwise satisfactory.

You may cancel your account for the Services at any time.

3. GUARDIAN OWNERSHIP AND LICENSE:

This is a license agreement and not a sale. All title, ownership rights, and intellectual property rights (including all copyright, trademark and trade secret rights) in and to Guardian, our other Services, any content available through the Services as well as accompanying printed materials, and any copies you are permitted to make of the foregoing, are owned by Gilson or its licensors, suppliers or affiliates and are protected by applicable copyright laws and international copyright treaties as well as other intellectual property laws, treaties and trade secret laws. Absent a separate written agreement between you and Gilson, your rights to use Guardian or any related Services are limited to what is expressly granted through the license under this UA. Guardian and our other Services may contain material that is licensed or supplied from third parties and is therefore subject to the rights of such parties. On behalf of itself and such third parties, Gilson retains all rights not expressly granted to you in this UA. Nothing in this UA constitutes a waiver of Gilson's or its licensors' or suppliers' rights under international copyright law or any other applicable intellectual property laws or treaties. You agree to treat Guardian and any other Gilson Services like any other copyrighted material for archival purposes, and you may not copy any accompanying printed materials. You may not remove, modify or alter any Gilson copyright or trademark notice from any part of any content or materials made available through Guardian or the Services, including but not limited to, any such notices contained in associated physical or electronic media or documentation.

Subject to these provisions, Gilson hereby grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable and revocable license to use Guardian and other Services subject to this UA, including any underlying software, in a manner that is consistent with the other terms in this UA and the intended Purposes for such Services. Gilson reserves the right to revoke this license at any time and for any reason that is consistent with this UA.

4. DATA OWNERSHIP:

Any test data, or data of any origin that you enter, upload, post, provide, transfer or otherwise make available to Guardian or through our other Services shall be owned by you and may be transferred, distributed or otherwise disclosed by you or at your direction and discretion to third parties. Any such data you upload/transfer to Guardian or through our other Services or any Equipment is done on a non-proprietary and non-confidential basis. You agree that Gilson has a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license at no cost to use, transfer, reproduce, modify, adapt, monitor, publish, and/or translate the data you provide to Guardian or through our other Services to: (1) send you messages through Guardian, our other Services, and/or through Equipment that uses Guardian about products and services that could help you with your concrete testing projects; (2) perform diagnostic evaluations of Equipment performance; (3) conduct regular maintenance of Guardian, its related Services, or any other product or service of Gilson; and/or (4) dictate or formulate sales and marketing plans. Gilson

reserves the right to share aggregated and anonymous testing and other data from Guardian, any Equipment or our other Services with outside testing protocol entities.

Gilson reserves the right to comply and cooperate with any and all legal requirements, legal authorities, and/or law enforcement agencies regarding the investigation of, or request to disclose, information related to the data you make available to Guardian, our other Services, and/or any Equipment. You waive and hold harmless Gilson from any claims resulting from any action taken by Gilson during or as a result of Gilson's investigation and/or from any actions taken as a consequence of investigations by either Gilson or law enforcement.

Gilson reserves the right to refuse, delete or edit any data you make available to Guardian, any Equipment or our other Services without cause, for any or no reason including, but not limited to, for any action that Gilson determines is inappropriate or disruptive to Guardian or our other Services, other users of Guardian or our other Services, and/or any Equipment. Gilson will make reasonable efforts to provide notice and a reasonable opportunity to cure unacceptable data if possible. However, if, in Gilson's sole judgment, data you make available to Guardian, our other Services and/or any Equipment represents an immediate and ongoing threat to the integrity of Guardian or our Services, or any data stored therein, then Gilson reserves the right to take immediate action to safeguard Guardian and other Services' integrity, including immediate deletion, editing or cessation of further data transfer to/from Guardian or our other Services.

Gilson is under no duty to, and does not represent that it will, monitor, edit, and/or remove any data you make available to Guardian, our other Services, and/or any related Equipment.

5. INTELLECTUAL AND OTHER PROPERTY

Other than the exceptions referenced in this UA or noted elsewhere, all other content or material available on Guardian or through our other Services is the property of Gilson including, but not limited to, all marks, logos, names, text, data, documents, messages, pictures, images, video, audio, graphics, links, software and its underlying code, domain names or other electronic files (referred hereafter as "Gilson Content"). All Gilson Content is either owned by Gilson or made available to Gilson through arrangements with third parties.

Certain elements of Gilson Content available through our Services, including but not limited to, text, graphics, photos, images, video, audio, color selections, organization and layout, are protected under United States and international copyright laws or other applicable intellectual property laws. Any Gilson Content protected by intellectual property laws may not be copied, republished, posted, modified, edited, transmitted, distributed, used to create derivative works of, or reverse engineered without permission. Unauthorized use of any Gilson Content may result in violation of copyright, trademark, and other applicable laws related to intellectual property protections. No right, title or

interest in any Gilson Content is transferred to you as a result of you accessing, downloading or printing any such content from Guardian or through our other Services, and you may not use, copy or display Gilson Content except as permitted under this UA. No other use is permitted without Gilson's prior written consent. Any use of Gilson Content must retain and display all appropriate copyright, trademark and other proprietary notices.

You acknowledge that you have no right, title or interest in or to Guardian and/or Gilson Content. You may not sell, transfer, assign, license, or sublicense any Gilson Content. The use or posting of any Gilson Content on any other web site or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this UA, your right to access and/or use Gilson Content and our Services shall automatically terminate and you shall immediately destroy any copies you have made of any Gilson Content. Gilson Content protected by this UA includes, without limitation, certain third-party copyrighted images made available on or through the Services. You acknowledge that you have no rights in or to such third-party Gilson Content.

Gilson, Guardian, and other identified marks are trademarks or service marks of Gilson (the "Gilson Trademarks") and may not be used without Gilson's prior express written permission. There may be other third-party marks, names and logos available on Guardian or through our other Services, and those are the property of their respective owners (the "Third-Party Trademarks" and, collectively with the Gilson Trademarks, the "Trademarks"). Nothing available on or through the Services or in this UA should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks displayed on or through the Services without the prior express written consent of Gilson for each such specific use. Use of any Trademarks as part of a link to or from any web site is prohibited without Gilson's prior express written consent. All goodwill generated from the use of any Gilson Trademark shall inure to Gilson's benefit. All rights not expressly granted herein are reserved to Gilson.

There may be other content located on Guardian or through our other Services that may not be owned by Gilson, and you should respect those property rights as well. All rights not expressly granted herein are reserved to Gilson.

6. ACCEPTABLE USE POLICY:

Access to and use of Guardian and our other Services is permitted only by registered users for the Purposes outlined in Section 1 of this UA. You agree that you will only use Guardian and our other Services for their intended Purposes, and not for other commercial ventures without first seeking express written approval from Gilson. Any other access to or use of Guardian or our other Services is unauthorized. For example, you may not use any Gilson Content or other information or materials available through the Services to establish any independent data files, databases, compendiums, or other reference materials.

By registering for a Guardian account, you certify that the information you will provide on the registration form is accurate and pertains only to you. Your password may not be

shared with any other person unless identified as an authorized third party on the registration.

Guardian and our other Services are subject to availability. Gilson has no direct control over any data uploaded/transferred to Guardian, the Equipment and/or through our other Services by users of Guardian and our Services, and therefore Gilson is not liable to you or anyone else for any harm or damages that you or anyone else may experience in using and/or relying on any such user generated data. Gilson presents the Gilson Content and other information and materials available through our Services for the convenience of our customers and other users of Guardian or its related Services. Gilson makes no representations or warranties, express or implied, that any data, content, information or materials available through our Services is accurate, reliable or suitable for a particular purpose. You acknowledge that users of our Services, including yourself, may collect or enter data incorrectly or misuse Equipment, and Gilson is in no way responsible or liable for any incorrect or inaccurate data in Guardian and/or Equipment that may result from such actions. Gilson has no duty to monitor and/or correct user generated data available through our Services, and does not represent that it will monitor or correct such data.

You may be able to make Gilson Content and other data from the Services available to third parties in certain situations subject to the terms of this UA. You acknowledge and understand that should you make any such data available to any third parties, Gilson is in no way responsible for any harm or damages that such third parties may experience as a result of relying on such data. There are no intended third-party beneficiaries under this UA. Those third parties use any Gilson Content or other data from the Services at their own risk.

Gilson reserves the right to deactivate or suspend use of Guardian or our other Services for any reason at any time, either in general or with respect to any one or more users or groups of users.

In connection with your access to and/or use of Guardian, you agree not to:

- (A) violate any federal, state, or local laws or regulations;
- (B) take any action that imposes an unreasonable or disproportionately large strain on Gilson's network or computer infrastructure, and/or Equipment or our other Services;
- (C) use any device, software or routine to interfere or attempt to interfere with the proper working of the Services, or any activity being conducted on Guardian, Equipment or our other Services;
- (D) use any automated technology such as a robot, spider or scraper to access, scrape or data mine Guardian or our other Services;
- (E) engage in any behavior that is designed to hack into or gain unauthorized access to protected areas of Guardian, Equipment, our other Services and/or Gilson's computers, servers or networks, and/or any computers or systems used by other users of the Services;

- (F) upload or transfer anything to Guardian or through our other Services that could destroy, damage or impair any portion of Guardian, Equipment or any computers, systems, hardware or software used by Gilson or other users of the Services;
- (G) make attempts to defeat or circumvent security features, or to utilize the Services for any purpose other than their intended purposes;
- (H) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up Guardian, Equipment or our other Services;
- (I) delete or alter any data uploaded/transferred to Guardian or through our other Services by any other person or entity without authorization;
- (J) remove, modify, hide or otherwise make unreadable or non-viewable any notice, legend, advice, watermark or other designation displayed in Guardian or in any information or content provided or made available through our Services;
- (K) discuss, incite or promote illegal activity;
- (L) use Guardian or our other Services to circulate unsolicited or unauthorized advertising, promotional materials, spam emails, chain letters, pyramid schemes, or any other form of such solicitations;
- (M) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity;
- (N) interfere with or disrupt the Services or any servers or networks connected to or utilizing the Services, or disobey any requirements, procedures, policies, regulations or networks connected to the Services; or
- (O) frame or link to any Gilson Content or other materials or information available in Guardian or through our other Services.

This list of prohibitions is not exclusive. Gilson reserves the right to terminate your access to Guardian or our other Services for any reason if your actions are inconsistent with the intended uses and Purposes of Guardian, the Equipment or our other Services.

Guardian and certain other Services may include technological protection measures that effectively control access, reproduction or distribution of information provided. Any attempt to tamper or dismantle these protections is a breach of this UA and may be a violation of the Digital Millennium Copyright Act of 1998 and other laws and regulations.

You will only access Guardian and our other Services for your own use and not to resell access to or use of Guardian, any Equipment or our other Services to any other user, customer or other third party without the express written consent of Gilson.

You may have the option of accessing Guardian via a third-party laboratory information management system (“LIMS”). The LIMS would gain access to Guardian through a Gilson-provided application program interface (“API”). The API would allow a LIMS to read/write concrete specimen data to Guardian which could then be downloaded to the appropriate Equipment. You agree not to use a LIMS or other third-party service to improperly access protected areas of Guardian, our other Services and/or Gilson’s

computer systems. You further agree not to assist any LIMS with conducting improper or illegal behavior related to Guardian or any related Services, including but not limited to, the theft of any Gilson intellectual property. If you become aware of any improper or illegal behavior involving the use of a LIMS to access Guardian or use any other Services, you agree to immediately cease use of the specific LIMS and notify Gilson. Gilson reserves the right to terminate a LIMS's use of the API and/or the LIMS's access to Guardian or our other Services for any reason without prior or current notice to you. Gilson is under no duty to offer any LIMS access to Guardian.

By accepting this UA, you waive and hold harmless Gilson from any claims resulting from any action taken by Gilson during or as a result of Gilson's investigation and/or from any actions taken as a consequence of investigations by either Gilson or law enforcement related to your use of Guardian or our other Services.

7. Other Representations and Warranties:

You represent and warrant that:

- (A) You will use Guardian, Equipment and our other Services in accordance with this UA.
- (B) The information that you have provided and will provide to Gilson is true and accurate.
- (C) You own all right, title and interest, including the intellectual property rights, to any data you make available through the Services, or you have been granted the right by the respective owner to make such data available.
- (D) You will not make available through the Services any data or content that infringes the rights of any person or entity, including but not limited to, intellectual property rights, privacy rights, publicity rights, or contract rights.
- (E) You shall at all times comply with all applicable laws, rules and regulations with respect to your use of the Services.
- (F) You shall not knowingly or otherwise introduce to or through the Services any viruses or other items of a destructive nature.
- (G) You shall comply at all times with the terms of this UA, including any modifications to these terms in accordance with this UA.
- (H) You accept sole responsibility for (1) any use of internet facilities to utilize the Services, including the conduct of any business, advertising, marketing or sales in connection therewith, and (2) any negligent or illegal act or omission of you or your agents, contractors, servants, employees, or other users in connection with the use of Guardian, Equipment and/or our other Services.
- (I) You shall be solely liable for any damages, royalties or fees resulting from any infringement of rights or any other harm resulting from any data you make available through the Services.

8. Cost/Payment:

Access to Guardian is subject to an annual license fee that must be paid in advance (“Annual Fee”) before any access is granted. In addition to the Annual Fee, you will be charged a monthly “per test” fee for each completed test in excess of the included minimum allotted tests per month per Guardian (“Monthly Fees”). The Monthly Fee will cover all use of Guardian, for tests in excess of the monthly allotment, for that one month period. After the one month period ends, a new Monthly Fee will be charged, as described above, for tests that exceed the included minimum allotted tests per Guardian. In other words, the Annual Fee covers use of Guardian up to the monthly allotment, and then the per test Monthly Fee will be charged for tests that exceed the monthly allotment. All Monthly Fees are non-refundable. Continued access to Guardian and other Services may be conditioned on you maintaining timely payments for any Annual Fees or Monthly Fees. Access to the Services may be suspended or terminated in the event of non-payment, if your account becomes inactive, or for any other violations of the terms of this UA. You hereby authorize Gilson to charge to your credit or debit card the Annual Fee automatically each year, until valid termination of this UA, with the Annual Fee applying/being charged on the first day of the first month of each yearly period while this UA is in force. You hereby authorize Gilson to charge to your credit or debit card all applicable Monthly Fees for your access to Guardian until valid termination of this UA, with Monthly Fees applying/being charged on the last day of each monthly period that you make use of Guardian according to the number of tests in excess of the allotted tests, while this UA is in force. You may cancel this credit/debit card authorization at any time, but such cancellation will be deemed a notice of termination of this UA under Section 9, below, unless alternate payment plans are made with Gilson prior to such cancellation.

You are responsible for all fees and charges incurred in connection with your access to or use of Guardian or our other Services, including but not limited to, sales tax, use tax, delivery charges, credit/debit card transaction fees, internet access fees and associated hardware fees or costs to access Guardian or our other Services. You agree to indemnify and hold Gilson harmless from and against any liabilities, interest, penalties, or fees assessed against you or Gilson arising from or related to your failure to pay any applicable taxes. You are responsible for providing accurate payment information for a valid, unexpired, and below-maximum-balance credit or debit card in good standing (i.e., credit card number, expiration date, card identification (CID) number) and keeping your account current. You must be authorized to use the payment methods provided.

To the fullest extent permitted by law, you waive all claims relating to charges, unless claimed within sixty (60) days after the charge. All payments of Monthly Fees, and any other payments payable pursuant to this UA, must be made in United States Dollars. Nothing in this UA obligates Gilson to extend credit to you.

To the fullest extent permitted by law, refunds, if any, are at Gilson's sole discretion and shall only be in the form of a credit for Monthly Fees at Gilson's sole option unless otherwise indicated in this UA.

Gilson reserves the right to change the Monthly Fees pursuant to Section 14 of this UA.

9. TERMINATION:

Without prejudice to any of Gilson's other rights, if you fail to comply with or violate any portion of this UA, Gilson may terminate this UA immediately, deny you access to Guardian and/or our other Services, and delete your account for the Services. In such event, you agree to destroy all copies of Gilson Content you possess and all of its component materials whether in electronic form, written form, or otherwise. No Monthly Fees will be refunded for termination under this paragraph. If more than six (6) months is left in your yearly annual license fee period, then Gilson may issue a prorated refund of your then current Annual Fee if the UA is terminated under this paragraph for any reason other than your material breach of this UA.

Other than the termination for cause referenced in the previous paragraph, either party may terminate this UA at any time by providing thirty (30) days prior written notice to the other party. There are no refunds for any Monthly Fees paid in advance of termination if the termination is initiated by you. Gilson may issue a prorated refund of your Annual Fee if you cancel with more than six (6) months left in your yearly annual license fee period. If Gilson terminates under this paragraph, it will issue prorated refunds of the Monthly Fee payment for the month in which the termination becomes effective, and the Annual Fee. You are responsible for removing all data owned by you from Guardian, Equipment or our other Services upon termination.

10. Indemnification:

Guardian is intended for use as specified in this UA and in accordance with the documentation accompanying Guardian. It is your responsibility to ascertain whether any additional third-party copyright, patent or other licenses are necessary for your use of data and to obtain any such licenses. To the extent permitted by law, you agree to hold harmless, indemnify, and defend Gilson, its affiliates and suppliers, including their respective officers, directors, shareholders, employees, contractors, agents, licensors, representatives, attorneys, business partners, and any other person or entity involved in the creation, production or transmission of Guardian or any related Services (collectively, the "Gilson Indemnified Parties") from and against any and all claims, demands, losses, costs, damages, liabilities, judgments, awards, fines and expenses (including reasonable attorneys' fees, costs of defense, and direct, indirect, punitive, special, individual, consequential or exemplary damages) Gilson or any of the Gilson Indemnified Parties suffer in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that relates to your use of Guardian or our other Services, your breach of this UA, the use of Gilson's Services by any person or entity using your account and password, any third party's use of Gilson Content or Guardian data provided by you, or

any violation of another party's rights or any law or regulation. If you are importing Guardian or its associated software from the United States, you shall hold harmless, indemnify, and defend the Gilson Indemnified Parties from and against any import and export duties or other claims arising from such importation. Gilson shall provide notice to you of any such indemnification claim, suit or proceeding. Gilson reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section 10. In such case, you agree to cooperate with any reasonable requests in assisting Gilson's defense of such matter. Your indemnification obligations shall survive the termination of this UA.

11. Disclaimers:

YOUR USE OF GUARDIAN AND ANY OTHER GILSON SERVICES IS AT YOUR OWN RISK.

TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND ALL RELATED CONTENT, INCLUDING SOFTWARE, INFORMATION, AND ANY GOODS OR SERVICES MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE EXTENT PERMITTED BY LAW, THE GILSON INDEMNIFIED PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES OR ANYTHING OFFERED ON OR THROUGH THE SERVICES.

TO THE EXTENT PERMITTED BY LAW, THE GILSON INDEMNIFIED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF ACCURACY, COMPLETENESS, RELIABILITY, APPROPRIATENESS OR TIMELINESS OF INFORMATION, OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, FREEDOM FROM COMPUTER VIRUSES, ACCURACY OR NON-INFRINGEMENT.

TO THE EXTENT PERMITTED BY LAW, THIS DISCLAIMER OF WARRANTIES APPLIES TO GUARDIAN, GILSON CONTENT, AND ANY EQUIPMENT, PRODUCTS OR OTHER RELATED SERVICES. THE GILSON INDEMNIFIED PARTIES DO NOT WARRANT THAT THE SERVICES SHALL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR SUFFICIENT TO MEET YOUR REQUIREMENTS.

TO THE EXTENT PERMITTED BY LAW, THE GILSON INDEMNIFIED PARTIES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF GUARDIAN OR ANY RELATED SERVICES. TO THE EXTENT PERMITTED BY LAW, GILSON

AND/OR ITS AFFILIATES DO NOT WARRANT THAT ERRORS, DEFECTS OR INACCURACIES SHALL BE CORRECTED, THAT THE SERVICES SHALL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SERVICES, INCLUDING THE SERVERS ON WHICH THEY ARE OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ASSUME THE ENTIRE COST OF ALL NECESSARY REPAIRS IN THE EVENT YOU EXPERIENCE ANY LOSS OR DAMAGE ARISING FROM YOUR USE OF THE SERVICES. THE GILSON INDEMNIFIED PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY GILSON CONTENT WILL BE UNINTERRUPTED, TIMELY OR SECURE. IF YOUR USE OF THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NONE OF THE GILSON INDEMNIFIED PARTIES SHALL BE RESPONSIBLE FOR ANY SUCH COSTS.

TO THE EXTENT PERMITTED BY LAW, THE GILSON INDEMNIFIED PARTIES MAKE NO WARRANTIES THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY FOR SUCH INFRINGEMENT.

IF YOU ARE DISSATISFIED WITH THE TERMS OF THIS UA, GUARDIAN, EQUIPMENT OR ANY RELATED SERVICES, TO THE EXTENT PERMITTED BY LAW, YOUR SOLE REMEDY AND GILSON'S SOLE LIABILITY WITH RESPECT TO THE USE, OPERATION OR PERFORMANCE OF THE SERVICES AND ANY RESULTS OBTAINED THEREFROM IS FOR YOU TO TERMINATE USE OF THE SERVICES.

ALL PROVISIONS IN THIS UA ARE APPLICABLE TO THE EXTENT PERMITTED BY LAW.

12. Limitation of Liability:

YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF GUARDIAN, EQUIPMENT AND/OR ANY RELATED SERVICES. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE GILSON INDEMNIFIED PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, ATTORNEY'S FEES, ACTUAL OR OTHER INDIRECT DAMAGES, INCLUDING FOR LOSS OF DATA, REVENUE, INCOME, PROFITS, GOODWILL OR OTHER INTANGIBLE LOSSES, BUSINESS INTERRUPTION, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF GILSON AND/OR ANY OF THE AFOREMENTIONED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF: (A) THE USE OR INABILITY TO USE GUARDIAN, EQUIPMENT OR ANY RELATED GOODS OR SERVICES; (B) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY GILSON OR THE SERVICES; (C) ANY CLAIM

ATTRIBUTABLE TO ERRORS, OMISSIONS OR INACCURACIES ON OR THROUGH THE SERVICES; AND/OR (D) ANY OTHER MATTER RELATING TO GUARDIAN, ANY RELATED SERVICES, AND/OR ANY LINKS PROVIDED ON OR THROUGH THE SERVICES.

13. Limitation of Damages:

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE GILSON INDEMNIFIED PARTIES TO ANY OTHER PARTY IF ANY LIABILITY ARISES OUT OF ANY KIND OF LEGAL CLAIM, REGARDLESS OF THE TYPE OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY WAY CONNECTED WITH GUARDIAN, ANY RELATED GILSON SERVICES, OR ANY USE THEREOF, BE GREATER THAN THE MINIMUM AMOUNT ALLOWABLE BY LAW AND IN NO EVENT SHALL IT EXCEED THE GREATER OF: (A) THE AMOUNT PAID BY YOU TO GILSON FOR ACCESS TO THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE; OR (B) ONE HUNDRED DOLLARS (\$100).

14. Modifications to UA and Guardian:

A. UA – You understand and agree that Gilson reserves the right to and may modify this UA and any policies affecting the Services at any time without prior notice. Gilson will send you an updated version of this UA with the modifications for your review and agreement. If you fail to agree to the modified UA within thirty (30) days of receiving notice of such modifications, this UA shall be considered terminated by you without cause, and any Annual Fee and Monthly Fees will be refunded on a prorated basis in accordance with the second paragraph of Section 9, above. Any continued use of Guardian or any related Services subsequent to any modification of this UA shall constitute your agreement to be bound by the terms of this UA, as modified.

B. Guardian/Services - Gilson reserves the right, without notice and/or reason, to modify, update, suspend, or discontinue Guardian, other Services, or any portion thereof at any time, including the availability of any area or all of the Services. Gilson will attempt to update our Services in ways that increase the usefulness and length of operation of Equipment, but Gilson is under no duty to provide such updates or to provide such updates on any set basis. If Guardian or any other Services is or are discontinued for any reason, we will do our best to give you as much advance notice as possible, and we may refund a prorated portion of the Annual Fee and the last Monthly Fees payment you made. Gilson also reserves the right to otherwise revoke any and all access granted to you related to the Services, or impose limits on certain features provided on or through the Services, without notice, if you breach this UA. You agree that Gilson is not liable to you or any other third party for this action.

15. Export Control Laws:

Content available at Guardian or through other parts of our Services may contain technology that is subject to export laws and controls. You agree to comply with any such applicable export laws and controls, and you agree not to transfer or export such material from the United States, especially not to any country or foreign citizen that is under a United States embargo or that would otherwise violate United States law or regulations, including providing such material to any foreign person or entity in the United States. By accessing, using, or downloading the Services, including without limitation any Gilson Content, you are expressly agreeing that you are not in a country where such export is prohibited and that you are not a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Services and any Gilson Content.

16. International Users:

Gilson operates Guardian and any related Services from its headquarters in the United States. If you use the Services outside the United States, you are responsible for following your applicable local laws and determining, among other things, whether your use of the Services violates any of those local laws. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. By using Gilson's Services, you agree and acknowledge that information about you, including personally identifiable information, may be transmitted to, processed in, and stored in the United States.

17. ASSIGNMENT:

You shall not assign your rights, duties, or obligations under this UA to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, without the prior written consent of Gilson. Any attempt to make such an assignment shall be deemed null and void, and of no effect.

18. Severability:

If any provision of this UA is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this UA, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect to the extent permitted by law.

19. WAIVER:

Any failure by either party to act on or enforce against a breach or default of any provision in this UA by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

20. NOTICE:

Any notice provided pursuant to this UA, if specified to be in writing, shall be in writing and shall be deemed given: (A) if by hand delivery, upon receipt thereof; (B) if by mail, five (5) days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested; (C) if by facsimile transmission, upon electronic confirmation thereof; or (D) if by next day delivery service, upon such delivery.

21. Independent Contractor:

The parties' relationship to each other shall be that of independent contractors solely responsible for the manner and means by which the duties hereunder are carried out. No party shall be construed for any purpose to be an employee subject to the control and direction of the other party, nor shall either party be considered an agent or fiduciary for the other party.

22. Force Majeure:

If the performance of any part of this UA by a party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, terrorism, earthquake, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of the party (each, a "Force Majeure Event"), that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such Force Majeure Event; provided, however, that (A) the party invoking this Section immediately provides notice to the other party and does everything reasonably practicable to resume its performance as required under this UA, and (B) if such Force Majeure Event lasts more than thirty (30) days, then the other party hereto may terminate this UA.

23. CHOICE OF LAW:

YOU AGREE THAT any and all disputes relating to this UA, Guardian, and/or any related Services are governed by, and will be interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws provisions.

24. Arbitration:

YOU AND GILSON AGREE TO resolve any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relate to this UA through final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place before a panel of three arbitrators. Within thirty (30) days of the commencement of the arbitration, each party will designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties will then select a third arbitrator. The arbitrators will have an appropriate background in the same or related industries to reasonably prepare them to decide a dispute related to the Services provided under this Agreement. The arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association and the terms of this Section 24. The arbitrators will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators will have no power or authority to award punitive or

exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorneys' fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration will be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other party, except that disclosure is permitted to a party's auditors and legal advisers. By agreeing to arbitration, you and Gilson understand and agree to waive any rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle any disputes.

25. HEADINGS:

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

26. Entire Agreement:

This UA and the attachments to it constitute the entire agreement of the parties with respect to Guardian and any related Services, and supersede all prior agreements, communications, promises and proposals, whether written, oral, or electronic, between you and Gilson, with respect to the same subject matter.

27. Links to Third-Party Sites

The Services may contain links to other third-party web sites or online services that are not owned or controlled by Gilson ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The display of links is not meant to imply that Gilson guarantees, approves, or recommends the External Sites or any information, products, or services available on or through those External Sites. The content of such External Sites is developed and provided by others, and the links are not meant to indicate any association between the External Sites and Gilson. You should contact the site administrator for those External Sites if you have any concerns regarding such links or any content located on such External Sites. Gilson is not responsible for the content of any linked External Sites including, without limitation, any links displayed on such External Sites, and does not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk, and will be subject to the terms of service, privacy policies, and other agreements or policies applicable to such External Sites.

Gilson also may allow for integration and other interactions between the Services and other third-party social media platforms. This may include integration with third-party buttons or plugins available on or through the Services that when used, may allow you to share content from our Services or other content with other persons on or through the third-party social media platforms or elsewhere. Please consult the privacy policies of

these third-party services before using them to make sure you are comfortable with the respective level of sharing. Gilson has no control over these third-party social media platforms and you use these interaction functions at your own risk. Gilson is in no way liable for any harm to you as a result of using one of these social media interaction functions.

28. Accessibility

Gilson is working to maintain the accessibility and usability of Guardian and our related Services. It is important to note that our accessibility efforts for the Services are ongoing as we work to implement improvements over time that are consistent with the Web Content Accessibility Guidelines.

For assistance in better understanding any content made available through Guardian or our other Services, please call 1-800-444-1508 during the hours of 9 AM to 5 PM Eastern Time. If you would prefer to provide feedback by email please write to us at techsupport@gilsonco.com and be sure to specify the particular part of our Services where you may be having issues related to assistive technology such as screen readers, so that we can look into making that part of our Services more accessible.

29. Comments & Feedback

You may provide to us suggestions or requests for enhancements to the Services and other content, ideas or feedback (collectively, “Feedback”). If you send any Feedback to Gilson, you agree that Gilson may use such Feedback in any way Gilson wishes without any compensation to you.

30. Information for California Residents

In compliance with your rights under California Civil Code § 1789.3, you have the right to contact Gilson with any complaints or to seek additional information. You may email Gilson at techsupport@gilsonco.com. You may also call 1-800-444-1508. For any physical documents, you may send mail to Gilson, 7975 North Central Drive, Lewis Center, OH 43035.

If California users have any questions or complaints about Gilson, they may also contact The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 1-800-952-5210. Hearing impaired persons may call 1-800-735-2929 via TTY device.

31. GUARDIAN PRIVACY POLICY

All information that you provide or that we collect through your use of Guardian or our related Services is governed by the Guardian Privacy Policy located at <https://www.globalgilson.com/privacy-policy>. The Guardian Privacy Policy is hereby incorporated by reference into this UA.

32. Miscellaneous:

ANY RELIANCE ON OPINIONS OR RECOMMENDATIONS OFFERED ON OR THROUGH GUARDIAN OR OUR OTHER SERVICES IS DONE AT YOUR OWN RISK.

YOU AGREE THAT GILSON IS NOT LIABLE to you or anyone else for any harm that might arise as a result of using and/or implementing in any manner any of the opinions or recommendations found on or offered through Guardian, Equipment or any of our other Services.

Gilson is not responsible for any harm or damages of any kind that may occur to you due to any glitches, hacks, breaches or any other unauthorized access to Guardian, Equipment, our other Services, and/or Gilson's computer or network systems, including any Gilson or Guardian-related hardware or devices, that may or may not result in the disclosure of any personal information you provided to us.

The proprietary rights, disclaimers of warranties, representations made by you, indemnities, limitations of liability and damages, and any other relevant language that is meant to remain in effect after this UA ends shall survive the termination of this UA.

Gilson does not assume any liability or responsibility for your use of the internet or the Services including, but not limited to, any change your computer, device, or related systems may sustain as a result of accessing or using the Services.

If you need to contact Gilson for any reason not already specified in this UA, please use the following contact information:

Gilson, 7975 North Central Drive, Lewis Center, OH 43035.

techsupport@gilsonco.com

1-800-444-1508