

Open Industrial

Terms and Conditions

These Terms and Conditions ("**Terms**") form an agreement ("**Agreement**") between you, or, if you are entering into this Agreement on behalf of an entity or an organization, that entity or organization ("**you**" and "**your**") and [Open Industrial] ("**Open Industrial**," "**us**," or "**we**").

The Open Industrial platform ("**Platform**"), includes a variety of services and other offerings ("**Offerings**"). Open Industrial is willing to allow you to become a user of the Platform, including the available Offerings ("**User**") if you agree to be bound by this Agreement.

This Agreement will form a binding legal agreement between you and Open Industrial as of the date you first accept this Agreement, including electronically ("**Effective Date**"). You and Open Industrial are each a party to this Agreement and together are the parties to this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND OPEN INDUSTRIAL. BY ACCESSING AND USING THE PLATFORM, WHICH INCLUDES ALL OFFERINGS AND ANY CONTENT, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH AND BE BOUND BY THIS AGREEMENT.

BY ENTERING INTO THIS AGREEMENT, YOU MAY BE WAIVING CERTAIN RIGHTS. IN PARTICULAR, THIS AGREEMENT CONTAINS PROVISIONS PROVIDING FOR MANDATORY BINDING ARBITRATION AND WAIVER OF JURY TRIALS (IN THE SECTION BELOW TITLED "DISPUTE RESOLUTION"), WHICH LIMIT YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

ALL CLAIMS AND DISPUTES ARISING UNDER THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

1 SCOPE

This Agreement governs your access to and use of the Platform, which includes all Offerings and any Content. Unless otherwise specified in this Agreement, all access to and use of the Platform by you or on your behalf is subject to this Agreement. This Agreement is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between you and Open Industrial, regarding your access to and use of the Platform.

2 YOU

If you have entered this Agreement solely on your own behalf (to use the Offerings yourself, for your own benefit), then you are entering this Agreement as an individual. If you have entered this Agreement on behalf of an organization or entity (so that the entity or organization can use the Offerings), then you are entering this Agreement on behalf of that entity or organization. In either case, you represent and warrant

to Open Industrial that you have the authority to enter into this Agreement, whether on your own behalf or on behalf of that entity or organization.

3 MODIFICATIONS TO THIS AGREEMENT

Open Industrial may, in its sole discretion, modify this Agreement from time to time. Open Industrial will use commercially reasonable efforts to provide notice of any material modifications to this Agreement. Notice may be provided to you directly or to all Users through the Platform. Unless we make a change for legal or administrative reasons, any modification to this Agreement will be effective 10 days following posting of the modified version of this Agreement to the Platform. Your continued access to the Platform or use of the Offerings following that date constitutes your acceptance of, and agreement to be bound by, any modified Agreement. Except for the foregoing, this Agreement may be amended or modified only by a writing signed by both parties.

4 RIGHT TO MODIFY OR DISCONTINUE THE PLATFORM

We reserve the right to modify, suspend, or discontinue the Platform, including any Offerings, at any time with or without notice, by making those modifications available to you as part of the Platform or Offerings. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform or Offerings.

5 DEFINITIONS

Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States.

6 ELIGIBILITY

The Platform and all Offerings are for use by individuals 18 years of age and older. Additional eligibility requirements for various Offerings may be stated on the Platform. By entering into this Agreement and using the Platform, you confirm that you are legally capable of entering into a binding agreement with Open Industrial and you meet all such eligibility requirements. If you do not meet any such eligibility requirements, the Platform is not for you, and you are not permitted to establish an Account (as defined below) or become a User of the Platform and you may not access or use the Platform or any Offerings.

7 TERM

This Agreement is effective as of the Effective Date and will continue until terminated as set forth herein.

8 ADDITIONAL AGREEMENTS WITH OPEN INDUSTRIAL

In addition to this Agreement, if you enter into any other agreement with Open Industrial or any of its affiliates (an “**Additional Open Industrial Agreement**”), this Agreement does not affect the relationship you establish with Open Industrial or such affiliate under the Additional Open Industrial Agreement, and the Additional Open Industrial Agreement will remain applicable between you and Open Industrial or such affiliate, as applicable, provided that the terms of this Agreement will control in all respects with regard to the Platform and Offerings and your access to and use thereof.

9 THIRD PARTY OFFERINGS

The Platform may also provide you with access to Offerings provided by third parties ("**Third Party Offerings**"). Open Industrial does not operate, control, or endorse any Third Party Offerings. Third Party Offerings are offered for your convenience and you assume sole responsibility for your use of any Third Party Offering. You may be required to agree to additional terms and conditions applicable to a Third Party Offering ("**Third Party Terms**"). Any Third Party Terms shall control only as to your use the Third Party Offering covered by those Third Party Terms and the terms of this Agreement will continue to control in all other respects with respect to the Platform and all Offerings.

10 YOUR ACCOUNT

Before you can become a User of the Platform and access the Offerings, you will be required to establish an account on the Platform (your "**Account**"). All Accounts are issued at the sole discretion of Open Industrial.

Your Account and the user name and password for your Account ("**Account ID**") are personal in nature. Your Account is for your own use and your Account ID may be used only by you alone. You may not transfer your Account to someone else. You also may not provide your Account ID to anyone else or give a third party access to your Account. You will ensure the security and confidentiality of your Account ID.. If any Account ID is lost, stolen or otherwise compromised, you will notify Open Industrial immediately as specified below.

You are solely responsible for your Account and all use of the Platform and any Offerings through your Account. You are fully responsible for all actions taken through your Account (or using your Account ID) and for any liabilities and damages incurred through the use of your Account (or your Account ID), whether lawful or unlawful.

11 YOUR OBLIGATION TO PROVIDE TRUTHFUL INFORMATION

In connection with establishing your Account and accessing the Platform, you may be asked to submit information to the Platform. If you submit information to Open Industrial through the Platform, you agree that (1) the information you submit will be true, accurate, current and complete, and (2) you will promptly update your Registration Information to keep it accurate and current.

12 ACCESS TO THE PLATFORM

Subject to your compliance with this Agreement, during the term of this Agreement, Open Industrial will permit you to access the Platform, including all applicable Offerings, solely for your own use in accordance with the terms of this Agreement. You may not distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Platform or otherwise make the Platform available to any third party.

13 USER CONTENT

The Platform may permit you to upload, provide, or make available your data, information, and other content ("**Content**") through the Platform. You are solely responsible for all Content that you may upload, provide, or make available through the Platform ("**User Content**"). You will obtain all rights, authorizations, consents, and permissions necessary to provide all User Content and to permit the

processing and use thereof through the Platform under this Agreement. You will ensure that all User Content you make available on the Platform will not violate this Agreement, the Open Industrial Privacy Policy or any other applicable Open Industrial policy, or any applicable Laws. Open Industrial may rely upon the accuracy and completeness of any of your User Content and is not responsible if any of your User Content is inaccurate and incomplete. You will notify Open Industrial promptly of any unauthorized submission of or access to User Content through the Platform. Open Industrial is under no obligation to review any User Content for accuracy, completeness, or potential liability and is not responsible or liable for any deletion, correction, destruction, damage, or loss of any User Content.

14 PLATFORM CONTENT

Any Content made available through the Platform by Open Industrial and its third party suppliers ("**Platform Content**") is for informational purposes only. Open Industrial does not take any responsibility for any interruptions or delays in any Platform Content or the unavailability of any Platform Content. Open Industrial is not responsible for any errors or omissions in any Platform Content. You are solely responsible for verifying the accuracy and completeness of all Platform Content, as well as the applicability and suitability of any Platform Content to your intended use. Subject to your compliance with this Agreement, you may view the Platform Content solely through the Platform and only for your own use in connection with your permitted use of the Platform.

15 SUPPORT AND OTHER SERVICES

Open Industrial is under no obligation to provide you with any support, maintenance, training, or other services relating to the Platform or Offerings. Notwithstanding the foregoing, should Open Industrial elect to provide you with any support, maintenance, training, or other services for the Platform or Offerings, such support, maintenance, training, or other services will be subject to this Agreement and any applicable Open Industrial terms for support, maintenance, or training, as applicable.

16 OWNERSHIP

Open Industrial retains all right, title and interest, including all intellectual property rights, in and to the platform and offerings, as well as all software, databases, hardware, and other technology used by or on behalf of Open Industrial to operate the Platform and Offerings ("**Technology**"), and any additions, improvements, updates and modifications thereto (collectively, "**Open Industrial Property**"). You receive no ownership interest in or to the Open Industrial Property and you are not granted any right or license to use the Open Industrial Property itself, apart from your ability to access the Platform and Offerings under this Agreement. The Open Industrial name, logo and all product and service names associated with the Platform and Offerings are trademarks of Open Industrial and its licensors and providers and you are granted no right or license to use them.

17 FEEDBACK

Any comments, feedback, suggestions, and other communications regarding the Platform, Content, or Offerings ("**Feedback**") is entirely voluntary. We will be free to use any Feedback as we see fit for any purpose and without any without notice, payment, or other obligation to you. All use of any Feedback will be at our sole discretion.

18 ADDITIONAL RESTRICTIONS

You may use the Platform, including all Offerings and any Content, only for lawful purposes as expressly provided in this Agreement. As a condition of your use of the Platform, you covenant and agree that you will not, and will not permit any third party to, use the Platform for any purpose that is unlawful or prohibited by this Agreement.

Without limiting the foregoing, you will not and will not permit any third party to:

- use the Platform to further or promote any criminal or illegal activity or to provide instructional information about illegal activities;
- access or use the Platform in a manner that interferes with, disables, disrupts, impairs or creates an undue burden on the Platform;
- alter, modify, reproduce, create derivative works of the Platform;
- reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Platform;
- attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Platform;
- transfer, sell, lease, license, sublicense, distribute, or make available to any third party your right to access or use the Platform;
- use automated scripts to collect information from or otherwise interact with the Platform;
- use the Platform in a manner that will infringe the intellectual property rights or other rights of any third party;
- alter, obscure, or remove any copyright, trademark or any other notices on the Platform; or
- take any action that we determine, in our sole discretion, restricts or inhibits any other user from using or enjoying the Platform.

19 FEES

General access to Open Industrial is available without a fee. However, Third Party Offerings may require the payment of a fee or charge. In addition, Open Industrial may elect to charge fees for the use of certain of the Offerings included on the Platform. You are responsible for paying Open Industrial the applicable fees and charges that you may incur through your use of or access to the Platform (if any) (“Fees”). Any Fees will be due and payable as indicated on the Platform. You will pay all Fees when due. Unless otherwise indicated on the Platform, all Fees will be payable in U.S. Dollars. All Fees are non-refundable once paid to Open Industrial. If any amounts should remain unpaid when due, such amounts will be subject to a charge of the lesser of 1.5% per month or the applicable legal maximum. Late charges are intended as reasonable estimates of the amounts necessary to compensate Open Industrial for costs and losses associated with delays in payment, and not as a penalty. Open Industrial may update any Fees

applicable to this Agreement at any time, by making those modifications available to you as part of the Platform, with such update(s) applicable to any subsequent purchases through the Agreement. You are solely responsible for all expenses you may incur under this Agreement or through your access to and use of the Platform or any Offerings. All Fees are exclusive of, and you will be responsible for payment of, all taxes, assessments, fees, or other charges of any kind, including, any value-added tax, stamp (or other similar) tax, social security (or local equivalent), or income tax, required by applicable law that may be imposed on either party by way of this Agreement or any amounts you pay under this Agreement, excluding any tax based solely on the net income of Open Industrial.

20 TERMINATION

This Agreement may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under this Agreement. Upon termination of this Agreement for any reason: (1) all rights and subscriptions granted to you under this Agreement will terminate; (2) all amounts due or payable by you under this Agreement will become due and payable; (3) you will immediately cease all use of and access to the Platform and all Offerings or any Content; (4) you will immediately delete any related Applications you have downloaded or installed prior to termination; and (5) you will return to Open Industrial or (if so notified by Open Industrial) destroy, all confidential information of Open Industrial in your possession or control; and (6) Open Industrial may, in its sole discretion, delete your Account and any User Content held by Open Industrial. The relevant portions of the following Sections will survive termination of this Agreement for any reason: Sections 4 (Definitions), 7 (Additional Agreements with Open Industrial), 9 (Account), 12 (User Content), 16 (Ownership), 17 (Feedback), 19 (Fees), 20 (Termination), 22 (Links to Other Sites), 23 (Representations and Warranties), 24 (No Additional Warranties), 25 (Indemnity), 26 (Limitation on Liability), 27 (Dispute Resolution), 28 (Choice of Law, Jurisdiction and Venue), 29 (Waivers of Collective Action and Jury Trial), 30 (Statute of Limitations), 33 (Claims of Infringement), 34 (General), and 35 (Notices).

21 SUSPENSION

Without limiting Open Industrial's right to terminate this Agreement, Open Industrial may also suspend your access to your Account, the Platform, and the Content and Offerings (including User Content), with or without notice to you, upon any actual, threatened, or suspected breach of this Agreement or applicable Law or upon any other conduct deemed by Open Industrial to be inappropriate or detrimental to the Platform, Content, or Offerings, Open Industrial or any Open Industrial provider, any other User, or any third party.

22 LINKS TO OTHER SITES

The Platform and Offerings may provide links to other sites or services that are not under the control of Open Industrial. Your use of such sites and services is subject to the terms and policies of such sites and services and not this Agreement. Open Industrial is not responsible for any content on any linked site or service. YOUR USE OF ANY THIRD-PARTY SITES OR SERVICES IS AT YOUR OWN RISK.

23 REPRESENTATIONS AND WARRANTIES

You represent and warrant to Open Industrial that: (1) you have the legal right and authority to enter into this Agreement; (2) this Agreement forms a binding legal obligation on your behalf; (3) you have the legal right and authority to perform your obligations under this Agreement and to grant the rights and licenses described in this Agreement; and (4) your use of and access to the Platform, including all Offerings will

comply with all applicable laws, rules, and regulations and will not cause Open Industrial to violate any applicable laws, rules, or regulations.

24 NO ADDITIONAL WARRANTIES

WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PLATFORM, INCLUDING ALL OFFERINGS AND ANY CONTENT. THE PLATFORM AND ALL OFFERINGS AND ANY CONTENT ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. OPEN INDUSTRIAL AND ITS PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE OFFERINGS OR ANY CONTENT. WE CANNOT AND DO NOT REPRESENT THAT THE PLATFORM WILL OPERATE ERROR-FREE, UNINTERRUPTED, FREE FROM UNAUTHORIZED ACCESS, THAT THE PLATFORM AND OFFERINGS OR ANY CONTENT ARE FREE OF COMPUTER VIRUSES, MALWARE, OR OTHER HARMFUL MECHANISMS, OR OTHERWISE MEET YOUR REQUIREMENTS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF PLATFORM OR THE OFFERINGS ANY CONTENT, OR THE ACCURACY OR COMPLETENESS OF THEREOF. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY STATUTE, CUSTOM OR COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTHING IN THIS AGREEMENT WILL AFFECT ANY STATUTORY RIGHTS TO WHICH YOU MAY BE ENTITLED AS A CONSUMER TO THE EXTENT YOUR ABILITY TO ALTER OR WAIVE SUCH RIGHTS BY CONTRACT IS LIMITED BY APPLICABLE LAW. SPECIFICALLY, YOU ACKNOWLEDGE THAT YOU MAY HAVE OR MAY IN THE FUTURE HAVE CLAIMS AGAINST US WHICH YOU DO NOT KNOW OR SUSPECT TO EXIST IN YOUR FAVOR WHEN YOU AGREED TO THIS AGREEMENT AND WHICH IF KNOWN, MIGHT MATERIALLY AFFECT YOUR CONSENT TO THIS AGREEMENT. YOU EXPRESSLY WAIVE ALL RIGHTS YOU MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH STATES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

IF THIS CLAUSE IS HELD TO BE UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT WILL OUR OR THE RELEASED PARTIES' (AS DEFINED BELOW) TOTAL LIABILITY TO YOU EXCEED THE TOTAL AMOUNT YOU HAVE PAID US OR THE RELEASED PARTIES DURING THE 6 MONTHS PRIOR TO THE INCIDENT. NOTHING IN THIS CLAUSE WILL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

25 INDEMNITY

You agree to indemnify, defend, and hold harmless Open Industrial and its officers, directors, affiliates, employees, agents, contractors, assigns, users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result or arise in any manner from: (1) your access to or use of the Platforms, including the Offerings or any Content; (2) your User Content or any other content you provide through the Platform, or (3) your breach of any representation, warranty, or other provision of this Agreement. Open Industrial will provide you with notice of any such claim or allegation, and Open Industrial will have the right to participate in the defence

of any such claim.

26 LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES WILL OPEN INDUSTRIAL, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “**RELEASED PARTIES**”) BE LIABLE TO YOU, OR ANY THIRD PARTY CLAIMING THROUGH YOU, FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, INCLUDING THE OFFERINGS OR ANY CONTENT, OR YOUR USE OF OR INABILITY TO USE THE PLATFORM OR THE OFFERINGS OR ANY CONTENT, INCLUDING ANY PURCHASES YOU MAKE OR LOSS OR DAMAGE ON ACCOUNT OF YOUR USE OF THE PLATFORM.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF INCOME OR LOSS OF PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF OPEN INDUSTRIAL OR ANOTHER RELEASED PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED THE GREATER OF (1) ONE HUNDRED UNITED STATES DOLLARS (\$100.00), OR (2) THE AMOUNTS (IF ANY) YOU HAVE PAID TO OPEN INDUSTRIAL FOR ACCESS TO THE PLATFORM IN THE MONTH PRECEDING SUCH CLAIM. YOU AGREE THAT WE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON OUR LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE LIABILITY FOR LOSSES OR DAMAGES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

27 DISPUTE RESOLUTION

Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a “**Dispute**”), in accordance with the procedures set forth in this Section.

If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, then at the request of either party such Dispute will be finally settled through binding arbitration under the arbitration of the Judicial Arbitration and Mediation Services (“**JAMS**”) then in effect (the “**Rules**”). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the “**Initial Period**”) after either party to this Agreement delivers a request for arbitration,

a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Open Industrial in Denver, Colorado. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators will require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

28 CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement and the interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed exclusively by and construed in accordance with the federal laws of the United States of America and the laws of the State of Colorado, excluding conflict of laws provisions that would indicate the application of the laws of any other jurisdiction.

EACH PARTY WILL BRING ANY LEGAL ACTION OR PROCEEDING RELATING TO ANY DISPUTE OR OTHERWISE ARISING FROM THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE PLATFORM, ONLY IN A STATE OR FEDERAL COURT LOCATED IN THE CITY OF DENVER, COLORADO, U.S.A. YOU AND WE IRREVOCABLY AGREE TO CONSENT AND SUBMIT TO THE JURISDICTION AND VENUE OF SUCH COURTS.

You expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

29 WAIVERS OF COLLECTIVE ACTION AND JURY TRIAL

YOU AGREE THAT YOU WILL PURSUE ANY CLAIM OR LAWSUIT RELATED TO ANY DISPUTE OR OTHERWISE ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT, THE PLATFORM (INCLUDING THE OFFERINGS OR ANY CONTENT), OR YOUR USE THEREOF AS AN INDIVIDUAL, AND WILL NOT LEAD, JOIN, OR SERVE AS A REPRESENTATIVE OR USER OF A CLASS OR GROUP OF PERSONS BRINGING SUCH A CLAIM OR LAWSUIT.

THE PARTIES DESIRE TO AVOID THE TIME AND EXPENSE RELATING TO A JURY TRIAL OF ANY DISPUTE. ACCORDINGLY, THE PARTIES, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY WAIVE TRIAL BY JURY OF ANY DISPUTE. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS KNOWINGLY, FREELY, AND VOLUNTARILY GIVEN, IS DESIRED BY BOTH PARTIES AND IS IN THE BEST INTERESTS OF BOTH PARTIES.

30 STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred to the extent permitted by applicable law.

31 FORCE MAJEURE

Open Industrial will not be responsible for failure or delay in the performance of any obligation under this Agreement to the extent such failure or delay is due to acts of God or governmental authority, war, terrorism, strikes, boycotts, quarantine, pandemic, labor disputes, fire or other loss of facilities, accident,

or any other event beyond its control. Open Industrial will use commercially reasonable efforts to notify you of any such event.

32 PRIVACY POLICY

While the Open Industrial Privacy Policy is not part of this Agreement, you consent to the use and disclosure of your personally identifiable information and other data and information as described in the Open Industrial Privacy Policy.

33 CLAIMS OF INFRINGEMENT

Open Industrial respects your copyrights and other intellectual property rights and those of other third parties. If you believe in good faith that your copyrighted work has been reproduced on the Platform without your authorization in a way that constitutes copyright infringement, you may notify our designated copyright agent by mail to:

Open Industrial
Attn: [ATTN PARTY]
[INSERT ADDRESS]
[INSERT EMAIL]
[INSERT PHONE NUMBER]

Please provide the following information in such notice: (1) the identity of the infringed work, and of the allegedly infringing work; (2) your name, address, daytime phone number, and email address, if available; (3) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner; and (5) your electronic or physical signature.

34 GENERAL

Words and phrases used in this Agreement have the definition given in this Agreement or, if not defined herein, have their plain English meaning as commonly interpreted in the United States. As used in this Agreement, the term “including” means “including, but not limited to.” Section headings are for reference purposes only. Our failure at any time to require performance of any provision of this Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing and signed in ink by the party to be bound. Unless the written waiver contains an express statement to the contrary, no waiver of any breach of any provision of this Agreement or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions, and the court will substitute for such provision a valid and enforceable provision that most closely approximates the intent and economic effect of such provision. The remaining provisions of this Agreement will remain in full force and effect. The parties hereto are independent parties, not agents, employees or employers of the other, or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. You may not assign this Agreement or any of your rights or obligations under this Agreement, whether through operation of law or otherwise, without the prior written approval of Open Industrial. Any assignment in violation of the foregoing will be null and

void. Open Industrial may assign this Agreement to any party that assumes Open Industrial's obligations hereunder. We may freely assign this Agreement. No term of this Agreement will be construed to confer any third party beneficiary rights on any non-party. Each and every right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the parties or under applicable Law. This Agreement may be amended only as set forth herein.

35 NOTICES

Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Open Industrial by postal mail to the address for Open Industrial listed on the Platform. Open Industrial may provide you with any notices required or allowed under this Agreement by sending you an email to any email address you provide to Open Industrial in connection with your Account, provided that in the case of any notice applicable both to you and other Users of the Platform, Open Industrial may instead provide such notice by posting the notice on the Platform. Notices provided to Open Industrial will be deemed given when actually received by Open Industrial. Notice provided to you will be deemed given 24 hours after posting to the Platform or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

36 CONTACT US

If you have any questions or concerns regarding this Agreement, please contact us using the information provided below:

Email: [INSERT EMAIL]

If you need to provide notice of any claims of non-compliance with this Agreement, or complaints of any other kind, please contact us using the information provided below:

Email: [INSERT EMAIL]

Last updated: May 2025

Effective Date: May 2025