

WURTH ADDITIVE GROUP, INC.

TERMS OF USE - DIGITAL INVENTORY SERVICES

BETA DISCLAIMER: ALL SERVICES ARE CURRENTLY IN AN EARLY ACCESS OR BETA PHASE (ALL SERVICES HEREINAFTER DESCRIBED BEING “BETA SERVICES”). Beta Services are offered “as-is” to allow testing and evaluation and are excluded from any obligations Wurth may have to you.

Wurth makes no representations or warranties for Beta Services, including any warranty that Beta Services will be generally available, uninterrupted or error-free. WURTH EXPRESSLY DISCLAIMS ALL WARRANTIES FOR BETA SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

These Terms of Use (these “Terms”) govern use of the Services (as defined below) as they are offered by Wurth Additive Group Inc. or any of its Participating Affiliates (as defined hereinafter, collectively, (“Wurth”, or “us” or “we”) Services (as defined below). As used herein, “Participating Affiliates” refers to affiliates of Wurth Additive Group Inc. that may from time to time, severally, and not jointly, provide Services hereunder, including, without limitation, Services under the Digital Inventory Platform (as defined hereinafter), or other Services as described herein.

These Terms are an agreement between Wurth and you (“you”) relating to your use of the Services. By using the Services, you agree to be bound by these Terms. You represent to us that you are lawfully able to enter into contracts and, if you are entering into these Terms for an entity, that you have legal authority to bind that entity, and in doing so, you do not contravene any other commitments to any third party. These Terms also refer to and incorporate any other guidelines or policies we may provide in writing (the “Wurth Policies”) and any quotation or ordering document signed by you and Wurth that you use to purchase the Services (an “Order Form”) (collectively, the “Agreement”).

1. Services

1.1 Generally. The Services empower an additive manufacturing platform that connects Admins (defined hereafter) - parties that hold rights to manufacture Admin Goods (defined hereafter) – to Workbench Users (defined hereafter) – parties that the Admins want to have access to the manufacture of Admin Goods (the “Digital Inventory Platform”). These Terms govern your relationship with us, but also in some instances, they govern the relationship between the Admin and the Workbench Users. It is possible that the Admin and the Workbench Users may have a separate contract between them outside of the platform, however, for purposes of these Terms, Admins are hereby made third party beneficiaries of the promises made by Workbench Users hereunder, and Workbench Users are hereby made third party beneficiaries of the promises made by Admins hereunder. To the extent you have a direct claim against another user under these Terms,

except to the extent of our express obligations hereunder or our gross negligence or willful misconduct, you hold us harmless as it relates to such claim.

1.2 Admin Content and Admin Goods. As used herein, “License” refers to single-use licenses that Admins make available for sale or use through the Services, for the purposes of licensing the manufacture of certain goods. “Recipe” refers to all of the manufacturing, safety, quality control and other instructions that an Admin includes together with the License to enable the manufacturing of a good that Admin has made available to be manufactured by Workbench Users via the platform (each, an “Admin Good”). Wurth’s sole role relating to the Admin Content are to digitally convey them as specified by Admins to applicable Workbench Users as part of the Services. **WURTH HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS THEY RELATE TO THE ADMIN CONTENT AND ADMIN GOODS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AROUND MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.**

1.3 Use of Services. We grant you a non-exclusive right to access and use the Services during the Term (as defined below). “Services” means any services for businesses we make available for purchase or use related to use of the Digital Inventory Platform, including, without limitation, the Services described herein, along with any of our associated software, tools, documentation, and websites, but expressly excludes any Admin Content.

1.4 Responsibilities for Your Account. You must provide accurate and up-to-date account information. You are responsible for all activities that occur under your account, including the activities of any end user (each, an “End User”) who is provisioned with an account under your account (an “End User Account”) or accesses the Services through your End User Account. You may not make account access credentials available to third parties, share individual login credentials between multiple users on an account, or resell or lease access to your account or any End User Account. You will promptly notify us if you become aware of any unauthorized access to or use of your account or our Services.

1.5. Restrictions

We own all right, title, and interest in and to the Services. You only receive rights to use the Services as explicitly granted in this Agreement. You will not, and will not permit third parties to access your account to:

- (a) use the Services or any Admin Content in a manner that violates any applicable laws or Wurth policies;
- (b) use the Services or any Admin Content in a manner that infringes, misappropriates, or otherwise violates any third party’s rights;
- (c) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Services, algorithms, and systems of the Services (except to the extent these restrictions are contrary to applicable law), or any Admin Content; or

(d) use any information received through or related to the Services to compete with our products and services.

2. Admins

2.1 Generally. If you have an “Admin” account, you are referred to as an “Admin” herein, and you may offer Admin Content through the Services to enable the manufacture of Admin Goods. You also will designate the users that may have access to your Admin Content for the purpose of manufacturing Admin Goods (“Workbench Users”).

2.2 Admin Warranties and Covenants. As an Admin, you warrant and covenant that:

(a) You, we and all applicable Workbench Users (as defined hereinafter) have all necessary rights to use the Admin Content to manufacture and use the relevant Admin Good as made available to them on the platform, and that none of the Admin Content or Admin Goods infringe on any third party rights.

(b) If the Admin Content is followed, assuming performance of the Services, the Admin Good will be of merchantable quality.

(c) You will at all times comply with applicable law.

2.3. Data Services. As an Admin, your Services may include access to certain data related to Workbench User activity in your account (“Usage Data”). You acknowledge and agree that as between you and us, you are the data controller with regard to such data, and you hereby authorize us specifically to process such data for the purpose of providing the Services, and to take such further actions as may be necessary to comply with applicable law (such as maintaining your own privacy policy regarding such data and notifying us regarding the need for a data processing addendum and entering into an agreeable version of the same). Subject to compliance with applicable law, you hereby grant us a perpetual, unlimited, royalty-free and universal right to use, including for commercial purposes, the Usage Data on an anonymized and aggregated basis. Further, you acknowledge and agree that we shall have no obligation to retain Usage Data or provide it to you beyond the time of any paid subscription to the relevant data Service. To the extent you would like to retain a copy of Usage Data associated with your account, we will use commercially reasonable efforts to provide you with a copy of such data prior to the expiration of your data Services subscription upon your reasonable written request to us.

2.4. Other Services. As an Admin, your Services may also include certain customer-facing services, administrative services, or services related to establishing your Admin account, including, but not limited to, customer relationship creation and/or management, invoicing, collections, facilitation of your making Admin Content available on the Digital Inventory Platform, or other services as agreed between you and us. In those instances, our sole and exclusive warranty to you is that we will perform those Services in a workmanlike manner. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. FURTHER, WE ARE EXPRESSLY NOT RESPONSIBLE TO YOU FOR AMOUNTS OWED TO YOU OR FOR ENSURING TIMELY COLLECTION FROM OTHER PARTIES, WE ARE RESPONSIBLE ONLY TO REMIT AMOUNTS PAID BY THEM TO THE EXTENT WE ACTUALLY RECEIVE THEM.

3. Workbench Users

3.1 Generally. If you have a “Workbench” account, you are referred to as a “Workbench User” herein, and you may access Admin Content that has been made available to you by one or more Admins. If you elect, in your sole discretion, to access or use a License, your access and use of the Admin Content is subject to this Agreement and any additional terms applicable to the Admin Content.

3.2 Admin Content. Neither you nor Wurth own the Admin Content. You may use the Admin Content solely in order to manufacture the Admin Goods licensed under the Licenses, subject to the confidentiality requirements and other terms set forth herein. **FOR CLARITY, THE ADMIN CONTENT IS CONFIDENTIAL, AND YOU ARE NOT PERMITTED TO COPY OR SHARE IT WITH ANY THIRD PARTY OR OTHERWISE TO REMOVE IT FROM THE LOCATION IT IS SHARED IN THE SERVICES.**

3.3 Workbench User Warranties and Covenants. As a Workbench User, you warrant and covenant that:

- (a) You will faithfully follow all Admin Content, including, without limitation, all instructions as they pertain to safety and quality, as it relates to manufacture of the Admin Goods.
- (b) You will not infringe on any of the Admin Content, including, without limitation, by not reverse engineering any portion of the Admin Content.
- (c) You will at all times comply with applicable law.

3.4 Data Services. As a Workbench User, you acknowledge and agree that data around your activity in the Services (as defined above, Usage Data) may be shared with relevant Admins who have subscribed to data Services. To the extent any data you share (including Usage Data) contains any personal data, it is subject to our Privacy Policy available at www.wurthadditive.com ABOUT US section, and also any applicable Admin privacy policy. You acknowledge and agree that subject to your rights under the foregoing policies and under applicable law, you have no rights in or to the Usage Data.

3.5 Other Services. As a Workbench User, you acknowledge and agree that in certain instances, we will invoice you directly for amounts that you owe an Admin, and you will be obliged to pay us, rather than the applicable Admin, for your activity in the Services. Notwithstanding that the invoice may come from Wurth, you understand, acknowledge and agree that your recourse for any defect in the Admin Content shall be solely against Admin.

4. Confidentiality

4.1 Use and Nondisclosure. “Confidential Information” means any data, business, technical or financial information, materials, or other subject matter disclosed by one party (such party, in such disclosing capacity, the “Discloser”) to the other party (“Recipient”) that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances. For the avoidance of doubt, where the Recipient is the Workbench User, Confidential Information includes the Admin Content, including, without limitation, all data underlying the Licenses, the Recipe, and also the Usage Data. Recipient agrees it

will: (a) only use Discloser's Confidential Information to exercise its rights and fulfill its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party except as may be expressly contemplated or permitted in this Agreement.

4.2 Exceptions. The obligations in Section 4.1 do not apply to any information that (a) is or becomes generally available to the public through no fault of Recipient, (b) was in Recipient's possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to Recipient without restriction by a third party, or (d) was independently developed without use of Discloser's Confidential Information. Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section 4 by its employees, contractors, and agents. Recipient may disclose Confidential Information to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance.

5. Payment; Taxes

5.1 Fees and Billing. You agree to pay all fees charged to your account ("Fees") according to the prices and terms on the pricing page, or as otherwise stated in an Order Form. Price changes on the pricing page will be effective immediately for all price decreases or changes made for legal reasons. All other price changes will be effective 14 days after they are posted. We have the right to invoice you periodically for any Fees incurred on your account. We have the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment. You authorize us and our third-party payment processor(s) to charge the payment method provided on your account on an agreed-upon periodic basis, but we may reasonably change the date on which the charge is posted. Fees are payable in U.S. dollars and are due upon invoice issuance, unless otherwise agreed in an Order Form. Payments are nonrefundable except as provided in this Agreement.

5.2 Taxes. Fees are exclusive of taxes, which we will charge as required by applicable law in connection with the Services. We will use the name and address in your account as the place of supply for tax purposes.

5.3 Disputes and Late Payments. To dispute an invoice, you must contact accountsreceivable@wurthadditive.com within thirty (30) days of issuance. Overdue undisputed amounts may be subject to a finance charge of 1.5% of the unpaid balance per month, and we may suspend the Services immediately after providing written notice of late payment.

6. Term; Termination

6.1 Term. The term of this Agreement will commence upon the earlier of your online acceptance of these Terms, the Effective Date of an Order Form, or the date you first use the Services, and will remain in effect until terminated pursuant to this Section ("Term"). If you purchase a subscription to the Services, the subscription term will automatically renew for successive periods unless either of us gives the other notice of its intent not to renew. That notice must be given at least thirty days before the start of the next renewal period.

6.2 Termination. Unless you purchase Services for a committed duration, you may terminate this Agreement at any time by deleting your account. Both you and Wurth terminate this Agreement upon written notice (a) if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice of the breach or (b) if the other party ceases its business operations or becomes subject to insolvency proceedings. We may suspend your access to the Services or terminate this Agreement or any Order Form: (i) if required to do so by law; (ii) to prevent a security risk or other credible risk of harm or liability to us, the Services, or any third party; or (iii) for repeated or material violations of the Agreement or any policies. We will use reasonable efforts to notify you of any suspension or termination and give you the opportunity to resolve the issue prior to suspension or termination.

6.3 Effect of Termination. Termination or expiration will not affect any rights or obligations, including the payment of amounts due, which have accrued under this Agreement up to the date of termination or expiration. Upon termination or expiration of this Agreement, the provisions that are intended by their nature to survive termination will survive and continue in full force and effect in accordance with their terms, including confidentiality obligations, limitations of liability, and disclaimers. **UPON TERMINATION OF THIS AGREEMENT, YOU FORFEIT YOUR RIGHTS TO ALL PURCHASED, UNUSED LICENSES.**

7. Warranties; Disclaimer

7.1 Warranties. We warrant that, during the Term, when used in accordance with this Agreement, the Services will conform in all material respects with the documentation we provide to you or otherwise make publicly available. However, we make no warranty and have no obligations around any Services that are accessed for free.

7.2 DISCLAIMER. EXCEPT FOR THE WARRANTIES IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND WE AND OUR AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. DESPITE ANYTHING TO THE CONTRARY, WE MAKE NO REPRESENTATIONS OR WARRANTIES (A) THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE, (B) THAT DEFECTS WILL BE CORRECTED, OR (C) WITH RESPECT TO ADMIN CONTENT.

8. Indemnification

8.1 By Us. We agree to defend and indemnify you for any damages finally awarded by a court of competent jurisdiction and any settlement amounts payable to a third party arising out of a third party claim alleging that the Services (for the avoidance of doubt, excluding any Admin Content) infringe any third party intellectual property right. This excludes claims to the extent arising from: (a) combination of any Services with products, services, or software not provided by us or on our behalf, (b) fine-tuning, customization, or modification of the Services by any party other than us, (c) your failure to comply with this Agreement or laws, regulations, or industry standards applicable to you, or (d) Admin Content. If we reasonably believes that all or any portion of the Services is likely to become the subject of any infringement claim, we (x) will procure, at our expense, the right for you to continue using the Services in accordance with this Agreement, (y) will replace or modify the

allegedly infringing Service so it is non-infringing, or (z), if (x) and (y) are not commercially practicable, we may, in our sole discretion, terminate this Agreement upon written notice to you and refund any prepaid amounts for unused Services. You will promptly comply with all reasonable instructions we provide you with respect to (x) through (y) above, including any instruction to replace, modify, or cease use of an impacted Service. **THE REMEDIES IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY THIRD PARTY CLAIM THAT THE SERVICES INFRINGE INTELLECTUAL PROPERTY RIGHTS.**

8.2 By Customer. Except where we have been grossly negligent or have engaged in willful misconduct, you agree to indemnify, defend, and hold us and our affiliates and each of their employees, directors, managers and agents (collectively “Wurth Indemnitees”) harmless against any liabilities, damages, and costs (including reasonable attorneys’ fees) payable to a third party arising out of or related to your breach of this Agreement or any of our policies, or a third party claim related to use of the Services (“User Indemnified Claims”). For clarity, if you are an Admin, this includes claims by a Workbench User made against a Wurth Indemnatee to the extent arising out of or related to a User Indemnified Claim, and if you are a Workbench User, this includes claims made by an Admin against a Wurth Indemnatee to the extent arising out of or related to a User Indemnified Claim.

8.3 Indemnification Procedure. A party seeking indemnity will provide the indemnifying party with prompt written notice upon becoming aware of any claim, reasonable cooperation in the defense of or investigation of the claim and allow the indemnifying party sole control of defense and settlement of the claim, provided that the party seeking indemnity is entitled to participate in its own defense at its sole expense. The indemnifying party cannot enter into any settlement or compromise of any claim without prior written consent of the other party, which will not be unreasonably withheld, except that the indemnifying party may without consent enter into any settlement of a claim that resolves the claim without liability to the other party, impairment to any of the other party’s rights, or requiring the other party to make any admission of liability.

9. Limitation of Liability

9.1 Limitations on Indirect Damages. Except for (i) a party’s gross negligence or willful misconduct, (ii) your breach of Section 2, (iii) either party’s breach of its confidentiality obligations, or (iii) a party’s indemnification obligations under this Agreement, neither you nor Wurth or our respective affiliates or licensors will be liable under this Agreement for any indirect, punitive, incidental, special, consequential, or exemplary damages (including lost profits) even if that party has been advised of the possibility of those damages.

9.2 Liability Cap. Except for (i) a party’s gross negligence or willful misconduct or (ii) a party’s indemnification obligations under this Agreement, each party’s total liability under the Agreement will not exceed the total amount you have paid to us in the twelve (12) months immediately prior to the event giving rise to liability. The foregoing limitations will apply despite any failure of essential purpose of any limited remedy and to the maximum extent permitted under applicable law.

10. Trade Controls

You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under applicable trade laws. Our Services may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government license for release or export.

11. Dispute Resolution

11.1 Disputes. You and Wurth agree to resolve any claims arising out of or relating to this Agreement or our Services, regardless of when the claim arose, even if it was before this Agreement existed (a “Dispute”), through the below procedures.

11.2 Informal Dispute Resolution. We would like to understand and try to address your concerns prior to formal legal action. Before either of us files a claim against the other, we both agree to try to resolve the Dispute informally. You agree to do so by sending us notice through legal@wurthadditive.com. We will do so by sending you notice to the email address associated with your account. If we are unable to resolve a Dispute within 60 days, either of us has the right to initiate arbitration. We also both agree to attend an individual settlement conference if either party requests one during this time. Any statute of limitations will be tolled during this informal resolution process.

11.3 Jurisdiction, Venue, and Choice of Law. This Agreement will be governed by the laws of the State of Delaware, excluding Delaware’s conflicts of law rules or principles. All claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts of Delaware.

12. Modifications to these Terms and Wurth Policies

12.1 Updates. We may update these Terms or our policies by providing you with reasonable notice, including by posting the update on our website. If, in our sole judgment, an update materially impacts your rights or obligations, we will provide at least 30 days’ notice before the update goes into effect, unless the update is necessary for us to comply with applicable law, in which case we will provide you with as much notice as reasonably possible. Any other updates will be effective on the date we post the updated Terms or policies. Your continued use of, or access to, the Services after an update goes into effect will constitute acceptance of the update. If you do not agree with an update, you may stop using the Services or terminate this Agreement.

13. Miscellaneous

13.1 Headings. Headings in these Terms are inserted solely for convenience and are not intended to affect the meaning or interpretation of these Terms.

13.2 Feedback. If you provide us with feedback regarding the Services (“Feedback”), you grant us the right to use and exploit Feedback without restriction or compensation.

13.3 Publicity. You may use our name and marks to describe your use of the Services solely in accordance with our Brand guidelines and with our consent. We will not publicly use your name or marks without your prior written approval.

13.4 Entire Agreement. This Agreement is the entire agreement between you and Wurth with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, whether written or oral. You agree that any terms and conditions contained within any purchase order you send to us will not apply to this Agreement and are null and void.

13.5 Relationship of the Parties. For all purposes under this Agreement, you and Wurth will be and act as an independent contractor and will not bind nor attempt to bind the other to any contract.

13.6 Third Party Beneficiaries. Except to the extent expressly set forth herein, there are no intended third party beneficiaries to this Agreement, and it is your and Wurth's specific intent that nothing contained in this Agreement will give rise to any right or cause of action, contractual or otherwise, in or on behalf of any third party.

13.7 Force Majeure. Except for payment obligations, neither you nor Wurth will have any liability for failures or delays resulting from conditions beyond your or Wurth's reasonable control, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, third party service failures, or power failures.

13.8 Assignment. This Agreement cannot be assigned other than as permitted under this Section. We may assign this Agreement to an affiliate without notice or your consent. Both you and Wurth may assign this Agreement to a successor to substantially all the respective party's assets or business, provided that the assigning party provides reasonable (at least 30 days) prior written notice of the assignment. This Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.9 Notices. All notices will be in writing. We may provide you notice using the registration information or the email address associated with your account. Service will be deemed given on the date of receipt if delivered by email or on the date sent via courier if delivered by post. We accept service of process at this address: Wurth Additive Group, Inc., 598 Chaney Avenue, Greenwood, Indiana, 46143, attention: Legal, with a copy which does not constitute notice at legal@wurthadditive.com.

13.10 Severability. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.