LAST UPDATED: October 13, 2026

THE LINCOLN ELECTRIC COMPANY
END-USER LICENSE AGREEMENT

This End-User License Agreement ("**EULA**") is a legal agreement between (i) The Lincoln Electric Company, an Ohio Corporation, with its principal place of business at 22801 St. Clair Avenue, Cleveland, Ohio 44117, on behalf of itself, affiliates, subsidiaries or operating entities ("**Lincoln**") and (ii) the corporation, limited liability company, or other entity or person (each an "**Authorized User**" or "**you**") that uses the product upon which Lincoln's software applications are embedded (the "**Licensed Application**"), registers an account with the Licensor Website (as defined below), or otherwise agrees to be bound by the terms and conditions herein. The term "Lincoln" shall be interpreted to mean The Lincoln Electric Company, or any entity, affiliate, subsidiary, or operating company thereof, that is identified in an order form, purchase order, statement of work, or similar documentation regarding the sale, license, or delivery of the Licensed Application.

For purposes of this EULA, the term Licensed Application includes all software components, any printed materials and/or online or electronic help files and operating manuals about the Licensed Application, and any other information or databases ("**Application Database**") that may be accessible via the Application or otherwise related thereto. Lincoln provides to Authorized Users the right to access and use the Licensed Application and Application Database pursuant to the terms of this EULA. For clarity, the Licensed Application may consist of software or firmware operating locally on Lincoln equipment or devices and need not be accessible through the Licensor Website.

BY ACCESSING, DOWNLOADING, INSTALLING, IMPLEMENTING, COPYING, OR USING THE LICENSOR WEBSITE, LICENSED APPLICATION, OR APPLICATION DATABASE, THE AUTHORIZED USER AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT ACCESS, DOWNLOAD, INSTALL, IMPLEMENT, COPY, OR USE THE LICENSED APPLICATION OR APPLICATION DATABASE.

RECITALS:

A. The Licensed Application and Application Database may be accessible via the website located at www.LincolnElectric.com (the "**Licensor Website**"), or through other access methods, including, but not limited to directly on Lincoln equipment or devices or through any authorized means ("Other Access Methods"). Lincoln provides to Authorized Users the right to access and use the Licensed Application and Application Database via the Licensor Website or via the Other Access Methods and the right to upload data to the Application Database and store such data in the Application Database, pursuant to this EULA. The right to access and use the Licensed Application and Application Database via the Licensor Website or via the Other Access Methods, and the right to upload data to the Application Database and store such data in the Application Database, is subject to acceptance of this EULA by an Authorized User and the terms and conditions set forth herein.

B. The Licensor Website, Licensed Application, and Application Database are protected by applicable federal, state, local and foreign laws, rules, regulations and treaties, including, without limitation, United States and foreign copyright laws and international copyright treaties.

C. The Licensed Application contains some or all of the following types of software: (i) server software that provides services or functionality on a computer acting as a server, and (ii) client software that allows a computer, workstation, terminal, handheld PC, pager, telephone, smart phone, or other electronic device to access or utilize the services or functionality provided by the server software.

NOW, THEREFORE, in exchange for the mutual promises set forth in this EULA, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. General Terms

a. **Grant of License**. Provided that an Authorized User accepts this EULA and complies with all terms and conditions of this EULA, under this EULA Lincoln hereby grants each Authorized User a limited, non-exclusive, non-transferable, non-assignable, revocable license for Authorized User's internal purposes within Authorized User's organization to access and use the Licensed Application and Application Database via the Licensor Website and the right to upload data to the Application Database and store such data in the Application Database pursuant to this EULA.

b. **True License**. The parties acknowledge their mutual intention that the license granted under this EULA be construed to be a true license and not a sale of the Licensed Application, the Application Database, or any component or element thereof, or any patent, copyright, trademark, trade secret or other proprietary rights therein or thereto.

c. **Single-asset**. An Authorized User may use the Licensed Application on only one computer owned or controlled by such Authorized User at one site owned or controlled by Authorized User.

d. **Authorized User Environment**. The Authorized User is allowed to access and use the Licensed Application and Application Database on the combination of hardware and software on Authorized User's premises with the purpose of enabling Authorized User to conduct its normal business conduct (the "**Authorized User Environment**"). Authorized User is fully liable for any risks and costs, including those related to ownership, lease, rent, operation, maintenance, licensing and support relating to the Authorized User Environment. Lincoln is not liable for any damages related to the access and use of the Licensed Application and Application Database in the Authorized User Environment (and will not otherwise have any liability in respect of Authorized User's access and use of the Licensed Application and Application Database in the Authorized User Environment).

e. **Authorized User Internet connectivity**. The Authorized User further understands, acknowledges and agrees that access to certain features within the Licensed Application, including but not limited to registration of the Licensed Application, requires an Internet connection for which Authorized User is solely responsible. Authorized User is solely responsible for payment of any third party fees associated with Authorized User's Internet connection, including but not limited to Internet service provider or airtime charges. Operation of the Licensed Application may be limited or restricted depending on the capabilities, bandwidth or technical limitations of the Authorized User's Internet connection and service. Authorized User understands, acknowledges and agrees that Internet connectivity in relation to the Licensed Application is provided by third parties over which Lincoln has no control, and is governed by the respective terms of such third parties. The provision, quality, availability and security of such Internet connectivity, software and services are the sole responsibility of such third party.

2. Term and Termination; Amendment

a. **Term**. This EULA shall become effective as of the acceptance of this EULA by Authorized User and shall remain in effect for a period of one (1) year ("Initial Term"), unless the EULA is earlier terminated as permitted under this EULA. The Initial Term shall renew automatically for additional one (1) year periods (each, a "**Renewal Term**") unless earlier terminated as permitted under this EULA.

b. **Termination**. Without prejudice to any other rights, Lincoln may terminate this EULA immediately upon delivery of written notice of termination to Authorized User if Authorized User fails to comply with the terms and conditions of this EULA. Additionally, unless it is not permitted by applicable law, Lincoln may terminate this EULA immediately upon delivery of written notice of termination to Authorized User after a receiver has been appointed in respect of the whole or a substantial part of Authorized User's assets or a petition in bankruptcy or for liquidation has been filed by or against Authorized User which petition is not dismissed within sixty (60) days following its initiation. Additionally, Lincoln may terminate this EULA, in whole or in part, for convenience, with or without cause, during the Initial Term or any Renewal Term by providing Authorized User with notice of termination not less than thirty (30) days prior to the effective

date of termination. Authorized User may terminate this EULA upon Lincoln's material breach which remains uncured after thirty (30) days from being so notified in writing of such material breach.

c. **Effect of Termination or Expiration**. In the event of the termination or expiration of this EULA, the licenses granted hereunder shall terminate and Authorized User shall immediately cease accessing and using the Licensed Application and Application Database, shall cease accessing the Licensor Website, and shall return to Lincoln all copies of the Licensed Application and Application Database or other materials provided in connection with this EULA in Authorized User's possession or under its control. Termination or expiration of this EULA shall be without prejudice to any other right or remedy to which Lincoln may be entitled under this EULA or applicable law. Termination or expiration of this EULA shall not relieve Authorized User from its obligations arising hereunder before termination or expiration of this EULA or which survive termination or expiration of this EULA.

d. **Amendments**. Lincoln reserves the right to change or modify this EULA by posting an updated EULA with such changes or modification to the Licensor Website. All such changes will (a) be applied prospectively on the "Last Updated" date and (b) will apply to all similarly situated licensees of the Licensed Application. If any changes to this EULA are unacceptable to an Authorized User, Authorized User may terminate this EULA upon written notice of termination to Lincoln within thirty (30) days following the effective date of any such changes or modification, provided Authorized User complies with all other applicable termination obligations set forth herein. Continued use of the Licensed Application following the effective date of any changes or modification constitutes Authorized User's acceptance of the changes. This EULA may not be amended by any pre-printed terms or conditions of Licensee's purchase order.

3. **Additional Software**. Any software provided to an Authorized User by Lincoln which updates or supplements the original Licensed Application or Application Database is part of the Licensed Application and Application Database, as the case may be, and is governed by this EULA, unless other terms of use are provided with such updates or supplements whereupon such other terms of use shall apply. Any software provided to an Authorized User along with the Licensed Application or Application Database that is associated with a separate end-user license or other agreement is licensed to the Authorized User under the terms of that separate agreement, except if this EULA specifically sets forth the terms of use for such software, in which event the terms set forth in this EULA shall apply thereto.

4. **Third Party Software**. The Licensed Application may include components that are provided by a third party ("**Third Party Application**") or that are subject to an open source license agreement, including components available under the GNU Affero General Public License, GNU General Public License, GNU Lesser General Public License, Mozilla Public License, Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative (each individually, or collectively, referred to as "**Open Source Component**"). Any use of a Third Party Application or an Open Source Component by Authorized User shall be solely governed by the terms and conditions of the applicable Third Party Application license or open source license(s) and not by the terms of this EULA. When appropriate, the applicable licenses shall be set forth in the readme or about files of the Licensed Application or otherwise made available by Lincoln.

5. **External Links**. The Licensed Application and Application Database may contain links to external websites and information provided on such external websites by Lincoln partners and third party service providers. Lincoln shall not be responsible for the contents of any linked website.

6. **Description of Other Rights and Limitations**

a. **Restrictions on Use**. Authorized User shall not: (i) market, sell, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of the Licensed Application or Application Database except as expressly permitted in this EULA; (ii) access or use, or permit the Licensed Application or Application Database to be accessed or used, in a computer service bureau, time-sharing, or interactive cable television arrangement or in a network arrangement; (iii) reverse engineer, decompile, or disassemble the Licensed Application or Application

Database, except and only to the extent that such activity is expressly permitted by applicable law; (iv) export or use the Licensed Application or Application Database in violation of U.S. law, including Department of Commerce export administration regulations; (v) remove any copyright or other proprietary notices contained in the Licensed Application or Application Database; or (vi) access or use the Licensed Application or Application Database in any manner that is inconsistent with the terms of this EULA.

b. **Compliance Verification.** To enable verification of compliance with this EULA, Authorized User shall maintain, and shall cause its employees, contractors and agents to maintain, complete and accurate records relating to access to and use of the Licensed Application and compliance with this EULA (the "**Compliance Records**") during the Term and for one (1) year following expiration or termination of this EULA. Upon Lincoln's request, not more than once annually, Authorized User shall make the Compliance Records available for inspection and audit by Lincoln or its representatives. The Licensed Application may contain technological measures designed to prevent unauthorized or illegal use of the Licensed Application and Authorized User acknowledges and agrees that Lincoln may use these technological measures and other lawful measures to verify Authorized User's compliance with the terms of this EULA and to enforce Lincoln's rights in and to the Licensed Application. Lincoln may deny any person access to or use of the Licensed Application if Lincoln reasonably determines that such person's use of the Licensed Application would violate any provision of this EULA.

c. **Additional Obligations**. Authorized User shall comply in full with all federal, state, local, international, and foreign laws, rules and regulations in connection with its access to, and use of, the Licensed Application and Application Database or the use thereof by any employee or agent of Authorized User. The Licensed Application or Application Database may be accessed and used only in a form and manner approved by Lincoln in its sole discretion, and only in accordance with the terms and conditions of this EULA. To the extent that the Licensed Application or Application Database includes any trademark, service mark, trade name, or the company name of Lincoln or its licensors (collectively, "**Marks**"), Authorized User will use such Marks strictly in accordance with Lincoln's trademark standards, policies and procedures as specified by Lincoln from time to time. The right to access and use the Licensed Application or Application Database hereunder is limited to authorized employees of Authorized User and Authorized User's internal activities. Authorized User shall reproduce Lincoln's copyright notices and other proprietary notices on all copies of the Licensed Application or Application Databases, and all copies shall be subject to all terms, conditions, and obligations of this EULA.

7. **Limited Warranty**. Lincoln warrants that the Licensed Application will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days following the earlier of (i) the delivery of the Licensed Application or (ii) Authorized User's first access to the Licensed Application (the "Limited Warranty Period"). **IF AN IMPLIED WARRANTY OR CONDITION IS CREATED BY AUTHORIZED USER'S STATE OR JURISDICTION AND APPLICABLE LAW PROHIBITS DISCLAIMER OF SUCH WARRANTY OR CONDITION, AUTHORIZED USER SHALL HAVE SUCH IMPLIED WARRANTY OR CONDITION, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE LIMITED WARRANTY PERIOD. AS TO ANY DEFECTS DISCOVERED AFTER THE LIMITED WARRANTY PERIOD, LINCOLN MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OF ANY KIND. SOME STATES/JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO AUTHORIZED USER. ANY SUPPLEMENTS OR UPDATES TO THE LICENSED APPLICATION, INCLUDING WITHOUT LIMITATION, ANY SERVICE PACK OR FIXES PROVIDED TO OR FOR THE BENEFIT OF AUTHORIZED USER AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD ARE NOT COVERED BY ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED.**

8. **DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, ACCESS TO AND USE OF THE LICENSED APPLICATION AND APPLICATION DATABASE IS PROVIDED "AS IS", "WITH ALL FAULTS". LINCOLN DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OR USE OF THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, IF AN AUTHORIZED USER IS DISSATISFIED WITH THE LICENSOR**

WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, OR ANY PORTION THEREOF, SUCH AUTHORIZED USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE LICENSOR WEBSITE, LICENSED APPLICATION AND APPLICATION DATABASE. THE PARTIES AGREE THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE LICENSOR WEBSITE, LICENSED APPLICATION, OR APPLICATION DATABASE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE ABOVE EXCLUSION OF IMPLIED WARRANTIES, AND THAT SOME OF THE ABOVE EXCLUSIONS MAY THEREFORE NOT APPLY TO AUTHORIZED USER.

9. LIABILITY CAP AND LIMITATION OF LIABILITY

a. **LIABILITY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, IN NO EVENT SHALL LINCOLN'S TOTAL LIABILITY, OR THE TOTAL LIABILITY OF LINCOLN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED: THE GREATER OF (I) THE TOTAL FEES ACTUALLY PAID TO LINCOLN BY AUTHORIZED USER UNDER THIS AGREEMENT; OR (II) U.S. $5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.**

b. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LINCOLN NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO AUTHORIZED USER OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION ARISING FROM CONTRACT, TORT OR OTHER LEGAL THEORY) FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES RESULTING FROM THE ACCESS OR USE OF THE LICENSOR WEBSITE, THE LICENSED APPLICATION, THE APPLICATION DATABASE, OR OTHERWISE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES ARISING FROM (I) INFORMATION OR DATA OBTAINED FROM OR THROUGH THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, (II) RELIANCE BY ANY PERSON ON INFORMATION OR DATA OBTAINED FROM OR THROUGH THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, (III) VIRUS TRANSMISSION OR DELETION OR LOSS OF FILES OR E-MAIL, (IV) LOSS OF DATA OR INFORMATION OF ANY KIND, (V) LOSS OF PROFIT, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LINCOLN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (VI) LIABILITY FOR PERSONAL INJURY, OR (VII) LIABILITY TO THIRD PARTIES.**

10. **Exclusive Remedy**. In the event of a breach of this EULA by Lincoln, Lincoln's and its suppliers' entire liability and an Authorized User's sole and exclusive remedy shall be, at Lincoln's option: (a) return of the fees paid (if any) by an Authorized User for access to and use of the Licensed Application and Application Database under this EULA, or (b) repair or replacement of the Licensed Application and/or Application Database; provided, however, that an Authorized User shall not be entitled to the foregoing remedy if any error or problem with the Licensor Website, Licensed Application or Application Database arises from or results from violation of this EULA, accident, abuse, misapplication, abnormal or unauthorized access or use, or the introduction of a virus or other malicious code, by Authorized User or any employee or agent of Authorized User.

11. **Intellectual Property Ownership, Copyright Protection**. The Licensor Website, Licensed Application and Application Database, and any authorized copies that an Authorized User makes thereof, are the intellectual property of and are owned by Lincoln and/or its suppliers. The structure, organization and code of the

Licensor Website, Licensed Application and Application Database are the exclusive property, valuable trade secrets and confidential information of Lincoln and/or its suppliers and title to the Licensor Website, Licensed Application and Application Database shall at all times remain with Lincoln and/or its suppliers. Except as expressly stated herein, this EULA does not grant Authorized User any intellectual property rights in the Licensor Website, Licensed Application or Application Database, or any component or element thereof, and all rights not expressly granted to Authorized User under this EULA are reserved to and retained by Lincoln and/or its suppliers. Notwithstanding anything contained in this EULA to the contrary, Lincoln reserves the right to release the Licensed Application and Application Database under different license terms or to stop distributing or making available the Licensed Application and/or Application Database at any time.

12. Data Rights.

a. **Personal Data**. To the extent that the Licensed Application requires Lincoln to process personal data on behalf of an Authorized User and/or its employees or agents, the parties shall apply the provisions of the Lincoln Data Processing Addendum (https://ch-delivery.lincolnelectric.com/api/public/content/DPA?v=c3d21a19) (the "**Lincoln DPA**"), which is hereby incorporated by reference. For purposes of the Lincoln DPA, the term "The Lincoln Electric Company" shall be interpreted to mean The Lincoln Electric Company, or any entity, affiliate, subsidiary, or operating company thereof, that is identified in an order form, purchase order, statement of work, or similar documentation regarding the sale, license, or delivery of the Licensed Application.

For the avoidance of doubt, the parties' respective roles are as follows:

(i) Lincoln acts as "processor" on behalf of the Authorized User under Lincoln DPA to the extent Lincoln processes personal data contained in Customer Data for the purpose described in paragraph (b)(i) (providing the Authorized User with access to and use of the Licensed Application, Lincoln equipment, and Application Database, and any applicable Support Services); and

(ii) Lincoln acts as "controller" in respect of (a) the collection and use of business contact data of an Authorized User and/or its employees or agents, for the purpose of responding to business requests, troubleshooting, marketing, or undertaking commercial due diligence, (b) any use of Customer Data for the purposes described in paragraphs (b)(ii) and (b)(iii), and (c) any use of Operational Data (to the extent applicable). Where Lincoln acts as a "controller" under this paragraph, it shall comply with its Privacy Policy, (https://www.lincolnelectric.com/en/Legal-Information/Privacy-Policy) including ensuring an appropriate legal basis for such processing as required under applicable law.

b. **Customer Data**. As between the parties, Authorized User retains all right, title, and interest in and to operational, production, equipment, welding, performance, usage, and other data generated by Authorized User's use of the Licensed Application or Lincoln equipment that is specifically linked to Authorized User ("Customer Data"). Authorized User grants Lincoln and its affiliates a perpetual, irrevocable, worldwide, transferable, sublicensable, fully paid-up, non-exclusive, royalty-free right and license to collect, host, store, access, use, reproduce, modify, analyze, process, transmit, display, perform, distribute, and create derivative works from Customer Data for purposes of: (i) providing Authorized User access to and use of the Licensed Application, Lincoln equipment, and Application Database and providing any applicable Support Services; (ii) further developing, adapting, modifying, enhancing, or improving the Licensed Application, Lincoln equipment, and Application Database, provided that such use does not identify Authorized User; and (iii) creating Operational Data. Authorized User shall be provided access to its Customer Data during and upon termination of this EULA as required under Mandatory Law.

c. **Operational Data**. As between the parties, Lincoln retains all right, title, and interest in and to deidentified, anonymized, and/or aggregated operational, production, equipment, welding, performance, usage, and other data generated by Authorized User's use of the Licensed Application or Lincoln equipment not specifically tied to an Authorized User ("Operational Data"). For purposes of clarity, Authorized User

acknowledges and agrees that Lincoln may use, publish, disclose, distribute, commercialize, license, sell, and otherwise exploit Operational Data for any and all lawful purposes under any applicable law, including without limitation: (i) providing, maintaining, supporting, securing, and improving the Licensed Application, Application Database, and related products and services to Authorized User and all other customers; (ii) conducting product development, research, statistical analysis, benchmarking, testing, validation, quality improvement, troubleshooting, reliability analysis, and performance enhancement activities; (iii) developing, training, validating, improving, retraining, fine-tuning, and operating analytics tools, algorithms, artificial intelligence systems, machine learning systems, predictive models, digital twins, automation tools, and related technologies; (iv) creating inventions, know-how, intellectual property, enhancements, and improvements for internal or commercial uses; and (v) any other lawful business purpose related to Lincoln's products, software, services, and commercial operations, in each case provided that such use does not identify Authorized User or any individual person and meets any applicable conditions under applicable Mandatory Law.

d. **Mandatory Rights and Protection.** The licenses and rights granted in this Section are subject to, and shall be exercised only in accordance with, all mandatory laws applicable to the Licensed Application, Lincoln equipment, and Application Database, and any applicable Support Services that cannot be derogated from by way of contract, including, without limitation, mandatory laws governing access to and use of data generated by connected products and related services, data sharing and portability, data protection, and fair contract terms ("**Mandatory Law**"), in each case irrespective of the law governing this EULA. Nothing in this EULA limits any right, remedy or protection of the Authorized User under Mandatory Law (including any right of access, portability or termination) or authorizes any use or disclosure of Customer Data or Operational Data that Mandatory Law prohibits or makes subject to conditions (including on consent, a legal basis or the Authorized User's agreement) where those conditions are not met. If any provision of this Section conflicts with Mandatory Law, that provision shall apply only to the extent consistent with Mandatory Law, and the remainder of this Section shall be unaffected.

e. **Survival**. The rights and licenses granted to Lincoln under this Section, together with the provisions necessary to give effect to those rights and licenses, survive expiration or termination of this EULA, subject in all cases to Mandatory Law.

13. **Support Services**. Lincoln or its suppliers may provide Authorized Users with support services related to the Licensor Website, Licensed Application or Application Database ("**Support Services**"). Use of Support Services is governed by the policies and programs described in the user manual for the Licensed Application, in "online" documentation and/or other Lincoln-provided materials. Any supplemental software code provided to an Authorized User as part of the Support Services shall be considered part of the Licensor Website, Licensed Application or Application Database, as applicable, and subject to the terms and conditions of this EULA. Any technical information Authorized User provides to Lincoln as part of the Support Services shall be treated as Customer Data, subject to the license rights granted in Section 12(b), above. Additionally, Lincoln may use such information for its business purposes, including to provide the Support Services, or for other product support and development. Lincoln will not utilize such technical information in a form that personally identifies an Authorized User.

14. **Indemnity**. Authorized User shall indemnify, defend and hold harmless Lincoln and its affiliates, employees, agents, officers, directors, shareholders, representatives, successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, arising in connection with or related to: (i) the material breach of this EULA by Authorized User or any employee or agent of Authorized User; (ii) the acts and omissions of Authorized User and its employees and agents in connection with Authorized User's use of the Licensor Website, Licensed Application or Application Database; (iii) the violation, infringement or misappropriation by Authorized User or any employee or agent of Authorized User, of the intellectual property rights of Lincoln or any of its suppliers. If any claim is commenced against a party entitled to indemnification under this paragraph ("**Indemnified Party**"), the Indemnified Party will provide notice of the claim and copies of all related documentation to the party

obligated to provide indemnification ("**Indemnifying Party**") and the Indemnifying Party will assume control of the defense of such claim at its cost and expense. Such notice and documentation will be provided as promptly as possible; provided, that in no event shall the Indemnifying Party be relieved of its indemnification obligations hereunder unless the failure to provide notice promptly hereunder results in, and then only to the extent of, actual prejudice to the rights of the Indemnifying Party. The Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in the investigation, trial and defense of such claim and any appeal. In such case, the Indemnifying Party will reasonably cooperate with the Indemnified Party's attorneys.

15. **Note on Java Support**. THE LICENSOR WEBSITE, LICENSED APPLICATION AND/OR APPLICATION DATABASE MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

16. **U.S. Government Rights**. The Licensed Application and Application Database are "commercial items" developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined or used in the applicable U.S. acquisition regulations. The Licensed Application and Application Database are licensed hereunder (i) only as a commercial item and (ii) with only those rights as are granted to all other customers pursuant to the terms and conditions of this EULA. Nothing in this EULA requires Lincoln to produce or furnish technical data for or to Authorized User. All software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

17. **Export Rules**. Authorized User agrees that access to and use of the Licensed Application and Application Database will not be provided by Authorized User or any employee or agent of Authorized User to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, by the United States government. Further, the Licensed Application and Application Database will not be shipped, transferred or exported by Authorized User or any employee or agent of Authorized User into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "**Export Laws**"). In addition, if the Licensed Application and/or Application Database are identified as export controlled items under the Export Laws, Authorized User represents and warrants that Authorized User is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Authorized User is not otherwise prohibited under the Export Laws from receiving access to or using the Licensed Application or Application Database. All rights to access and use the Licensed Application and Application Database are granted on condition that such rights are forfeited if Authorized User fails to comply with the terms of this EULA.

18. **Applicable Law and Choice of Jurisdiction**. This EULA is governed, construed and enforced exclusively in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of laws. Jurisdiction and venue for all actions arising under or relating to this EULA shall be exclusively in the federal and state courts located in Ohio, thereby expressly excluding any possible concurrent jurisdiction and/or venue, except that if public policy laws or regulations in the country in which the Authorized User is using the Licensed Application and Application Database preclude the jurisdiction of the federal and state courts located in Ohio, then any actions arising under or relating to this EULA shall be finally resolved by arbitration administered by the Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") in accordance with JAMS'

streamlined Arbitration Rules and Procedures, which rules and procedures are deemed to be incorporated by reference into this section; the language to be used in the arbitration shall be English; the number of arbitrators shall be one (1); the seat, or legal place, of arbitration shall be New York, New York (United States). The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this EULA.

19. **Entire Agreement; Severability**. This EULA (including any addendum, schedule or amendment to this EULA which is made part of this EULA and included with the Licensed Application) is the entire agreement between an Authorized User and Lincoln relating to the subject matter of this EULA and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this EULA. To the extent the terms of any Lincoln policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall control. Should any provision(s) of this EULA be deemed illegal, invalid or unenforceable under any applicable laws and regulations, all other provisions of this EULA will remain in full force and effect.

20. **Notices and Questions**. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth in this EULA (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally-recognized private express courier and shall be deemed complete upon receipt. Should an Authorized User have any questions concerning this EULA, or if Authorized User desires to contact Lincoln for any reason, please contact the Lincoln office serving Authorized User's country, or write to: Lincoln Electric, 22801 St. Clair Ave., Cleveland, OH 44117.

21. **Confidentiality**. Authorized User acknowledges that Authorized User may receive or become aware of confidential information and trade secrets of Lincoln ("**Confidential Information**"). Authorized User agrees to maintain and protect the confidentiality of all Confidential Information of which it becomes aware (whether or not identified or marked as confidential at the time of its disclosure) and not disclose any Confidential Information to any person, firm, or entity other than its own employees who have a need to know such Confidential Information for purposes of the license granted to Authorized User hereunder, and Authorized User shall preserve and protect the confidentiality of all Confidential Information of which it becomes aware using the same degree of care that it uses to protect its own trade secrets, but never less than reasonable care. Further, Authorized User shall not use or disclose any Confidential Information for any purpose not permitted by this EULA. Authorized User agrees to formulate and adopt appropriate safeguards in light of its own operating activities to ensure protection of the confidentiality of all Confidential Information of which it becomes aware. The restrictions on disclosure set forth above shall not apply when, and to the extent that, Confidential Information: (a) is part of the public domain through no action or failure to act by Authorized User; (b) is made available to the general public by Lincoln or a third party who is lawfully in possession of such information, not as a result of any action or failure to act on the part of Authorized User; (c) was previously known to Authorized User free of any obligation to keep it confidential; (d) is subsequently disclosed to Authorized User free of any obligation to keep it confidential; or (e) is independently developed by Authorized User or a third party other than in breach of this EULA. Violations of this Section 21 are likely to cause irreparable harm and therefore Lincoln may seek immediate injunctive relief without the need of posting bond in the event of a violation of this Section 21.

22. **Dispute Resolution**. The parties will attempt to settle any claim or controversy arising out of this EULA through consultation and negotiation in good faith in a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually accepted mediator to be chosen by the parties within forty-five (45) days after written notice by either party to the other demanding mediation. No party may unreasonably withhold consent to the selection of a mediator. The parties will share the cost of the mediation equally. By mutual agreement, the parties may postpone mediation until some specified but limited discovery about the dispute has been completed. The parties may also agree to replace mediation with some other form of alternative dispute resolution. Any dispute that cannot be resolved by the parties

through negotiation, mediation or other form of agreed alternative dispute resolution within one hundred twenty (120) days following the date of the initial demand for it by one of the parties may then be submitted to the federal and state courts located in Ohio for resolution or arbitration, if applicable, as set forth in Section 18. Nothing in this Section 22 will prevent a party from resorting to judicial proceedings if: (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful; (b) interim, injunctive or other equitable relief from a court is necessary to prevent serious and irreparable injury to one party or to others; or (c) litigation is required to be filed prior to the running of the applicable statute of limitations. The use of any alternative dispute resolution procedure will not be construed under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. All of the above alternative dispute resolution procedures shall be confidential.

23. **Force Majeure**. Lincoln shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of Lincoln. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, Internet or telecommunications failures, earthquakes, or other disasters.

24. **Compliance with License and Laws**. Authorized User shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the operations and conduct of its business and the license granted to Authorized User under this EULA. In the event that any part of this EULA is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this EULA shall remain in full force and effect and shall be enforced to fullest extent permitted by law and the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to modified terms as required to bring the entire EULA into compliance, either party may terminate this EULA by not less than ten (10) days prior written notice to the other party.

25. **Survival**. Sections 1.a, 2.a, 2.b, 3, 6, 8, 9-28 shall survive the termination or expiration of the EULA for any reason.

26. **Headings**. The titles and headings of the various sections and paragraphs in this EULA are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this EULA.

27. **Forms**. No provisions in either party's purchase orders, or in any other business forms employed by either party, will supersede the terms and conditions of this EULA.

28. **Waiver/Assignment**. A waiver of any provision of this EULA shall only be effective if in a writing signed by the party against which the waiver is claimed. This EULA may not be assigned by Authorized User without the prior written consent of Lincoln. This EULA may be assigned by Lincoln, by operation of law or otherwise, without the consent or approval of Authorized User or any other person, firm or entity.

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SCHEDULE 1
JURISDICTION SPECIFIC TERMS

If the Authorized User is accessing and using the Licensed Application and/or Application Database in one of the jurisdictions listed in this Schedule 1, the following terms apply for such specified jurisdiction, and such terms shall supersede and control in the event of any conflict or inconsistency with the other provisions of this EULA. All terms in the EULA that are not specifically modified by the applicable jurisdiction-specific terms in this Schedule 1 remain unchanged and in full force and effect.

Canada: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. Section 7.a of the EULA shall be amended by adding the following language at the end of the provision: "*, or Canadian law and regulations*".
b. Section 14 of the EULA shall be amended by adding a new subsection (iv) as follows: "*or (iv) any claims or allegations by a third party that any data uploaded or Processed (as defined in this Canada Schedule) in the Application Database by Authorized User or any use of the Licensor Website, Licensed Application and/or Application Database by the Authorized User infringes or misappropriates the intellectual property rights of a third party or violates applicable law*".
c. Section 17 of the EULA shall be amended by adding the following language at the end of the first sentence: "*or the Canadian government*".

Brazil: The Parties acknowledge and agree that Section 9 "LIABILITY CAP AND LIMITATION OF LIABILITY" of the EULA is replaced by the following Section:

"***LIABILITY CAP AND LIMITATION OF LIABILITY***

a. LIABILITY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, IN NO EVENT SHALL LINCOLN'S TOTAL LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE TOTAL FEES ACTUALLY PAID TO LINCOLN BY AUTHORIZED USER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

b. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, NEITHER LINCOLN NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO AUTHORIZED USER OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION ARISING FROM CONTRACT, TORT OR OTHER LEGAL THEORY) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES RESULTING FROM THE ACCESS OR USE OF THE LICENSOR WEBSITE, THE LICENSED APPLICATION, THE APPLICATION DATABASE, OR OTHERWISE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES ARISING FROM (I) INFORMATION OR DATA OBTAINED FROM OR THROUGH THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, (II) RELIANCE BY ANY PERSON ON INFORMATION OR DATA OBTAINED FROM OR THROUGH THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, (III) VIRUS TRANSMISSION OR DELETION OR LOSS OF FILES OR E-MAIL, (IV) LOSS OF DATA OR INFORMATION OF ANY KIND, (V) LOSS OF PROFIT, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LINCOLN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (VI) LIABILITY FOR PERSONAL INJURY, OR (VII) LIABILITY TO THIRD PARTIES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW".

Argentina: The Parties acknowledge and agree that the following sentence is added to the end of Section 9 "*LIABILITY CAP AND LIMITATION OF LIABILITY*" of the EULA: "*THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW*."

Colombia: The Parties acknowledge and agree that Section 8 "Disclaimer" of the EULA is replaced by the following Section: "*EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, ACCESS TO AND USE OF THE LICENSED APPLICATION AND APPLICATION DATABASE IS PROVIDED "AS IS", "WITH ALL FAULTS". LINCOLN DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OR USE OF THE LICENSOR WEBSITE, LICENSED*

APPLICATION OR APPLICATION DATABASE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, IF AN AUTHORIZED USER IS DISSATISFIED WITH THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, OR ANY PORTION THEREOF, SUCH AUTHORIZED USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE LICENSOR WEBSITE, LICENSED APPLICATION AND APPLICATION DATABASE. THE PARTIES AGREE THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE LICENSOR WEBSITE, LICENSED APPLICATION, OR APPLICATION DATABASE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE BUT WILL RENDER THE SERVICES MENTIONED IN THIS EULA, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE".

Chile: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. SECTION 9 "*LIABILITY CAP AND LIMITATION OF LIABILITY*", paragraph a.: the word "*FRAUD*" in the third sentence does not apply.
b. SECTION 9 "*LIABILITY CAP AND LIMITATION OF LIABILITY*", paragraph b. (V) shall be replaced by the following sentence: "*(V) LOSS OF PROFIT, LUCRO CESANTE, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LINCOLN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES),*".
c. The following sentence is added at the end of SECTION 11 "*INTELLECTUAL PROPERTY OWNERSHIP, COPYRIGHT PROTECTION*": "*The activities listed in article 71 Ñ of Law No. 17,336 of Intellectual Property cannot be executed by the Authorized User, under any circumstances.*"
d. The following sentences are hereby added at the end of SECTION 18 "*APPLICABLE LAW*": "*This EULA is not governed by Chilean Consumers Protection ACT (Law # 19.496, as amended).*"

Australia: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. The following sentence is added to the end of Section 2.a "*Term and Termination - Term*": "*The Authorized User may by notice in writing of not less than 30 days opt out of any further Renewal Term and this EULA will terminate on the end date of the Initial Term or the then current Renewal Term, as applicable.*"
b. The following sentence is added to the end of Section 2.a "*Term and Termination - Termination*": "*If this EULA is terminated in whole or in part for convenience by Lincoln, any fees that have been paid in connection with the terminated part will be refunded pro-rated from the date of termination to the original expiry date*."
c. The following paragraph is inserted into the EULA as new Section 8.a: "*Nothing in the EULA operates to exclude, modify or restrict the application of any provision, the exercise of any remedy, or the imposition of any liability under the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("**ACL**"). If the consumer guarantees under the ACL apply to the Licensed Application or other goods or services provided under the EULA, then Lincoln's liability to Authorized User for any breach of the consumer guarantees will be limited, at Lincoln's option, to one or more of the following: (i) if the breach relates to goods: (A) the replacement of the goods or the supply of equivalent goods; (B) the repair of such goods; (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (D) the payment of the cost of having the goods repaired; and (ii) if the breach relates to services: (A) the supplying of the services again; or (B) the payment of the cost of having the services supplied again.*"

India: The Parties acknowledge and agree that at the end of Section 11 to the EULA, the following sentence shall be added: "*The parties agree that the liability caps and limitations set out in the EULA is a genuine pre-estimate of the losses likely to be suffered by the Authorized User for any breach by the Lincoln of the terms of this EULA.*"

China: The Parties acknowledge and agree that the following sentence is added to the end of paragraph (b) of Section 9 "*Liability Cap and Limitation of Liability*" to the EULA: "*THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY ARISING FROM PERSONAL INJURY CAUSED TO THE OTHER PARTY OR PROPERTY DAMAGES CAUSED TO THE OTHER PARTY AS A RESULT OF DELIBERATE INTENT OR GROSS NEGLIGENCE*".

Thailand: The Parties acknowledge and agree that the last sentence of Section 28 "*Waiver/Assignment*" to the EULA shall be replaced by the following sentence: "*Except for transfer by operation of law, transfer of rights relating to this EULA shall be binding against Authorized User or a third person only if the notice has been given to Authorized User or if Authorized User has consented to such transfer of right. Except for transfer by operation of law, transfer of rights and obligations (novation) requires a written consent from Authorized User*".

Indonesia: The Parties acknowledge and agree that the following paragraph is added after Section 28 "*Waiver/Assignment" to the EULA*: "*In compliance with the Indonesian Law No. 24 of 2009 regarding the National Flag, Language, State Symbol and Anthem (July 9, 2009) ("**Language Law**") and President Regulation No. 63 of 2019 regarding the Use of Bahasa Indonesia (September 30, 2019) ("**PR 63/2019**"), Lincoln and Authorized User agree that this EULA shall also be made in Indonesian language. In the event of any conflict between the English version and the Indonesian language version of this EULA, the English version will prevail, and the Indonesian language version will be amended to conform to the provisions in the English version of this EULA. Both Lincoln and Authorized User also shall not (and shall not allow or assist its employees or agents or any other person to) in any manner or forum, challenge the validity of, or raise or file any objection to, this EULA on the basis of any failure to comply with Language Law and PR 63/2019.*"

Belgium: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. In Section 2.a "*Termination*", the word "*Lincoln*" is deleted and replaced with "*either party*" and the words "*Authorized User*" are deleted and replaced with "*the other party*".
b. In Section 10.a "*Liability cap*", in the first sentence, the clause "*and for its entire duration*" is added immediately following the word "*AGREEMENT*" and the last part of the first sentence ("*or (II) U.S. $5.00.*") is hereby deleted.
c. In Section 10.a "*Limitation of liability*", the following sentence is added at the end of the clause: "*The limitation of liability shall also apply in the event of Lincoln's gross negligence but is not applicable in the event of fraud or intentional fault*".

Czech Republic: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. In the last sentence of this EULA, after "BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU INDICATE YOUR ACCEPTANCE OF THIS EULA", the following sentence is added: "*The Authorized User explicitly confirms that it has entered into this agreement in connection with its business activity, it is not a consumer and it is not as a weaker party within meaning of the section 433 of the Act no. 89/2012 Coll., the Civil Code, as amended*".
b. In Section 9 "*LIABILITY CAP AND LIMITATION OF LIABILITY*", at the end of the Section, the following provision is added: "*The limitations and exclusions of warranties and liability contained in this EULA shall apply only to the extent permitted by the law applicable to this EULA and to the extent permitted by the Czech laws applicable as mandatory or public order regulation overruling the choice of the governing law made in this EULA, as the case may be. Czech statutory regulation applies as to liability of Lincoln for damages for any and all harm caused to the natural rights of an individual, or caused intentionally or due to gross negligence*".

Finland: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. In Section 7.a "*Description of Other Rights and Limitations - Restrictions on Use*", the following sentence is added at the end of the last paragraph of subsection 7.a before the period: "*or to the extent that such activity is expressly permitted by applicable mandatory law that cannot be derogated from by way of contract*".
b. In Section 9 "*Liability cap and limitation of liability*", the following sentence is hereby added immediately after the last paragraph of subsection 10.a: "*THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW*".

France: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. At the end of Section 2.a "*Termination*", the following sentence shall be added a: "*(provided that such notice period shall be increased, starting on the end of the Initial Term, by one (1) additional month for each additional Renewal*

Term, up to a maximum notice period of three (3) months)."

b. In Section 7.a "*Restrictions on Use*", the sentence "*Except to the extent authorized or permitted by applicable law,*" shall be added after "*Restrictions on Use*" and before "*Authorized User shall not*".

c. Section 9 "*LIABILITY CAP AND LIMITATION OF LIABILITY*" shall be replaced by the following Section:

"LIABILITY CAP AND LIMITATION OF LIABILITY

a. LIABILITY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, IN NO EVENT SHALL LINCOLN'S TOTAL LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED: (I) THE GREATER OF THE TOTAL FEES ACTUALLY PAID TO LINCOLN BY AUTHORIZED USER UNDER THIS AGREEMENT; OR (II) U.S. $5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

b. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, AND TO THE BEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER LINCOLN NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO AUTHORIZED USER OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION ARISING FROM CONTRACT OR OTHER LEGAL THEORY) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES RESULTING FROM THE ACCESS OR USE OF THE LICENSOR WEBSITE, THE LICENSED APPLICATION, THE APPLICATION DATABASE, OR OTHERWISE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES ARISING FROM (I) INFORMATION OR DATA OBTAINED FROM OR THROUGH THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, (II) RELIANCE BY ANY PERSON ON INFORMATION OR DATA OBTAINED FROM OR THROUGH THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, (III) VIRUS TRANSMISSION OR DELETION OR LOSS OF FILES OR E-MAIL, (IV) LOSS OF DATA OR INFORMATION OF ANY KIND, (V) LOSS OF PROFIT, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LINCOLN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (VI) LIABILITY FOR PERSONAL INJURY, OR (VII) LIABILITY TO THIRD PARTIES."

Italy: By accepting this EULA, the Authorized User expressly acknowledges and accepts the provisions set forth in the following Sections, which would constitute vexatious clauses ("*Clausole vessatorie*") pursuant to Article 1341 of the Italian Civil Code:

- 1.c "*General Terms - Authorized User Environment*", 8 "*Limited Warranty*", 8 "Disclaimer", 9 "Li*ability cap and limitation of liability*", 23 "*Force Majeure*" – Limitation of liability";
- 2.a "*Term and Termination - Term*" – Tacit renewal;
- 2.a "*Term and Termination - Termination*" – Termination; and
- 18 "*Applicable Law*", 22 "*Dispute Resolution*" – Applicable law and jurisdiction;

Norway: The Parties acknowledge and agree that The following sentence is hereby added at the end of the Section 10.a "*Limitation of Liability*": "*No limitation of liability shall apply for acts caused by Lincoln's gross negligence or willful misconduct*".

Poland: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. Section 2.a "*Term*" shall be replaced by the following clause: "*This EULA shall become effective as of the acceptance of this EULA by Authorized User and shall remain in effect for an indefinite period of time, unless the EULA is earlier terminated as permitted under this EULA*"

b. Section 7.a "*Restriction on Use*" is replaced by the following clause: "*(i) market, sell, distribute, sublicense, use, modify, translate, reproduce (with the exception of reproduction for back-up proposes to the extent that such activity is expressly permitted by applicable law), create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of Licensed Application or Application Database except as expressly permitted in this EULA;*"

c. In Section 10.a "*Limitation of Liability*", the following sentence is hereby added at the end of provision: "*THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW*."

Slovakia: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. In Section 1.a "*General Terms - Grant of License*", the following sentence is added at the end of the Section: "*When the method of use of the Licensed Application and the Application Database is not expressly specified, the license is granted for the use of the Licensed Application and the Application Database necessary to achieve the purpose of this EULA.*"
b. In Section 18 "*Applicable Law*", the following sentence is hereby added at the end of the Section: "*Due to the fact that the relationship between Lincoln and the Authorized User governed by this EULA is a B2B relationship, the provisions on consumer protection to the extent applicable under Slovak law do not apply to this EULA.*"

Spain: The Parties acknowledge and agree that Section 2.a "*Term and Termination - Termination*" shall be replaced by the following provision: "**Term*ination***. *Without prejudice to any other rights, Lincoln may terminate this EULA immediately upon delivery of written notice of termination to Authorized User if Authorized User fails to comply with the terms and conditions of this EULA. Additionally, unless it is not permitted by applicable law, Lincoln may terminate this EULA immediately upon delivery of written notice of termination to Authorized User after a receiver has been appointed in respect of the whole or a substantial part of Authorized User's assets or a petition in bankruptcy or for liquidation filed by or against Authorized User which petition is not dismissed within sixty (60) days following its initiation. Additionally, Lincoln may terminate this EULA, in whole or in part, for convenience, with or without cause, during the Initial Term or any Renewal Term by providing to Authorized User with notice of termination not less than thirty (60) days prior to the effective date of termination. In this last event, the Authorized User shall have a right for a compensation of its damage suffered for early termination.*"

Russia: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. The following sentence is added at the end of Section 1.a "*General Terms - Grant of License*": "*The Licensed Application and Application Database are business solutions. An Authorized User must not use the Licensed Application and Application Database for his/her own personal, family, household, and other consumer-related needs*."
b. The following sentence is added at the end of Section 10.a "*Limitation of liability*": "*The limitation of liability agreed in this Section 9 shall not apply if this liability arises out of an intentional breach of obligations committed by Lincoln*."

Turkey: The Parties acknowledge and agree that *the following sentence is added at the end of Section 28 "Waiver/Assignment": "The Authorized User declares that all the provisions of this EULA has been carefully read and thereby fully accepted upon detailed examination.*"

South Africa: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. In Section 1.c "*Authorized User Environment*", the words "*subject to applicable law*" are added before the words "*Lincoln is not liable for*";
b. In Section 10.a "*LIABILITY CAP*", the words "*or delict*" are added after the word "*tort*"
c. In Section 10.a "*LIMITATION OF LIABILITY*", the words "*but subject to applicable law*" are added after the words "*notwithstanding anything to the contrary contained in this EULA*" and the words "*or delict*" are added after the word "*tort*"
d. In Section 28 "*WAIVER/ASSIGNMENT*", the following sentences replace the second and third sentences: "*This EULA (and the Authorized User's rights and obligations therein) may not be assigned, ceded or delegated by Authorized User without the prior written consent of Lincoln. This EULA (and Lincoln's rights and obligations therein) may be assigned, ceded or delegated by Lincoln, by operation of law or otherwise, without the consent or approval of Authorized User or any other person, firm or entity*."

United Arab Emirates: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. The following sentence is added at the end of Section 2 "*Term and Termination*": "*The Authorized User shall not be entitled to and hereby waives any rights to any compensation whatsoever on the expiration or termination of this*

EULA in accordance with its terms. Expiration or termination of this EULA in accordance with its terms shall occur automatically and shall not require a court order or court proceeding or any other action of Lincoln, the Authorized User or any other party."

b. Section 18 "*Applicable Law*" is deleted in its entirety and shall read: "**19. N/A**.".
c. Section 22 "*Dispute Resolution*" of this EULA shall be replaced by the following provision:
d. "**22 "Dispute Resolution**". The parties will attempt to settle any claim or controversy arising out of this EULA through consultation and negotiation in good faith in a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually accepted mediator to be chosen by the parties within forty-five (45) days after written notice by either party to the other demanding mediation. No party may unreasonably withhold consent to the selection of a mediator. The parties will share the cost of the mediation equally. By mutual agreement, the parties may postpone mediation until some specified but limited discovery about the dispute has been completed. The parties may also agree to replace mediation with some other form of alternative dispute resolution. Any dispute which cannot be resolved by the parties through negotiation, mediation or other form of agreed alternative dispute resolution within one hundred twenty (120) days following the date of the initial demand for it by one of the parties shall then be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this section. The language to be used in the arbitration shall be English. In any arbitration commenced pursuant to this section, the number of arbitrators shall be one and the seat, or legal place, of arbitration shall be the Dubai International Financial Centre, Dubai, United Arab Emirates. The governing law of this EULA shall be the substantive law of the States of Ohio, United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this EULA."

Taiwan: The Parties acknowledge and agree that the following sentence is added at the end of the Section 10.a "*Limitation of liability*": "*Such limitation does not apply to liabilities caused by gross negligence or willful misconduct*."

United Kingdom: The Parties acknowledge and agree that the following changes to the EULA shall apply with respect to the specific provisions of the EULA identified below:

a. In Section 2.a "*Termination*", the words "*or an administrator*" shall be added after "*a receiver*" and the words "*or Authorized User*" shall be added after "*Authorized User's assets*";
b. Section 8 "*Limited Warranty*" shall apply to terms as well as warranties and conditions and shall apply to the extent permitted by law;
c. Section 8 "*Disclaimer*" shall apply to terms as well as warranties and conditions and any implied term of satisfactory quality shall be excluded;
d. Section 8 shall apply to the extent permitted by law;
e. Section 9 shall be replaced by the following:
f. "LIABILITY CAP AND LIMITATION OF LIABILITY

a. LIABILITY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA BUT SUBJECT TO SECTION 9(c), IN NO EVENT SHALL LINCOLN'S TOTAL LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED: (I) THE GREATER OF THE TOTAL FEES ACTUALLY PAID TO LINCOLN BY AUTHORIZED USER UNDER THIS AGREEMENT; OR (II) U.S. $5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

b. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA BUT SUBJECT TO SECTION 9(c), NEITHER LINCOLN NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO AUTHORIZED USER OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION ARISING FROM CONTRACT, TORT INCLUDING NEGLIGENCE, OR OTHER LEGAL THEORY) FOR (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES RESULTING FROM THE ACCESS OR USE OF THE LICENSOR WEBSITE, THE LICENSED APPLICATION, THE APPLICATION DATABASE, OR OTHERWISE, HOWEVER CAUSED OR FOR (B) DAMAGES ARISING FROM (I) INFORMATION OR DATA OBTAINED FROM OR THROUGH THE LICENSOR WEBSITE, LICENSED APPLICATION OR APPLICATION DATABASE, (II) RELIANCE BY ANY PERSON ON INFORMATION OR DATA OBTAINED FROM OR THROUGH THE LICENSOR WEBSITE, LICENSED

APPLICATION OR APPLICATION DATABASE, (III) VIRUS TRANSMISSION OR DELETION OR LOSS OF FILES OR E-MAIL, (IV) LOSS OF DATA OR INFORMATION OF ANY KIND, (V) LOSS OF PROFIT, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LINCOLN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (VI) LIABILITY FOR PERSONAL INJURY, OR (VII) LIABILITY TO THIRD PARTIES (IN EACH CASE IN (A) WHETHER DIRECT OR INDIRECT).

c. *Nothing in this EULA shall limit or exclude liability for personal injury or death caused by negligence, for fraud or fraudulent misrepresentation or where limitation or exclusion is not permitted by law."*

g. Section 11 shall apply to the extent permitted by law.