

PowderLife Online Terms and Conditions

Last amended on February 8, 2021, 2021

BY CLICKING A BOX OR BUTTON INDICATING YOUR ACCEPTANCE OF THESE POWDERLIFE ONLINE TERMS AND CONDITIONS (THESE “TERMS”), AGREEING TO THESE TERMS PURSUANT TO THE ORDER FORM, SALES ORDER, OR OTHER DOCUMENTATION INTO WHICH THESE TERMS ARE INCORPORATED BY REFERENCE (“ORDER FORM”), OR BY OTHERWISE USING OR ACCESSING POWDERLIFE ONLINE (AS DEFINED BELOW) (“ACCEPTANCE”), YOU AGREE YOU HAVE READ AND ARE BOUND BY THESE TERMS, WHICH REPRESENT A VALID AND BINDING AGREEMENT BETWEEN THE COMPANY ACCEPTING THESE TERMS (“COMPANY”) AND CARPENTER TECHNOLOGY CORPORATION (“CARPENTER”). YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND COMPANY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE POWDERLIFE ONLINE.

1. Access and Use of PowderLife Online.

- a. Subject to the terms and conditions of these Terms and any applicable Order Form, Carpenter hereby grants to Company a limited, non-exclusive, non-sublicensable, non-transferable right to access and internally use Carpenter’s real-time metal additive manufacturing quality control software-as-a-service platform known as “PowderLife Online” (“PowderLife Online”), during the Term (as defined below). Company understands that, without entering into a separate Order Form with Carpenter, Company’s subscription will be to the “Standard” version of PowderLife Online, which is limited in features and functionality. Company may purchase a subscription to the “Pro” version of PowderLife Online, which contains additional features and functionality, as well as other PowderLife Online upgrades made available by Carpenter from time to time, via Order Form. The features, functionality, and default usage limits for the “Standard” and “Pro” versions of PowderLife Online, as well as descriptions of any other PowderLife Online upgrades made available by Carpenter, are available at <https://www.carpenteradditive.com/powderlife>, as may be updated by Carpenter from time to time. Company’s access and use of PowderLife Online is also subject to any usage or other limits set forth on the applicable Order Form. Carpenter reserves the right to change or discontinue PowderLife Online at any time in its sole discretion, provided that if Carpenter materially decreases the features and functionality of, or discontinues, PowderLife Online, Carpenter will provide a pro rata refund of any prepaid fees for subscriptions to the “Pro” version of PowderLife Online.
- b. Except as expressly permitted hereunder, Company will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of PowderLife Online; (ii) copy, distribute, modify, translate or create derivative works based on PowderLife Online; (iii) use PowderLife Online for timesharing or otherwise share PowderLife Online with, or use PowderLife Online for the benefit of, third parties; or (iv) use PowderLife Online other than as expressly permitted in Section 1.a.
- c. Carpenter reserves any and all right, title and interest in and to PowderLife Online and Carpenter Data (as defined below), and all improvements, modifications, updates and

enhancements thereto, and derivatives thereof, including all related intellectual property rights, other than the rights expressly granted to Company in these Terms.

2. **Payment.** During the Term, Carpenter will not charge Company for its use of PowderLife Online, except as set forth on the applicable Order Form. Company will pay to Carpenter the total fees as set forth on the applicable Order Form, in accordance with the payment schedule set forth on such Order Form. Unless otherwise specified on the applicable Order Form, (a) all fees paid are non-refundable (except as set forth in Section 1.a); (b) if payment of any fees (including any reimbursement of expenses) is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Company will pay all reasonable expenses of collection; (c) if any past due payment has not been received by Carpenter within thirty (30) days from the time such payment is due, Carpenter may suspend access to PowderLife Online until such payment is made; and (d) for subscriptions to the “Pro” version of PowderLife Online, Carpenter may, at its discretion, increase the pricing stated on the Order Form for any Renewal Term (as defined below) upon giving Company at least seventy-five (75) days’ notice (which may be sent by email) prior to the end of the then-current term.

3. **Term.**
 - a. ***If Company subscribes to the “Standard” version of PowderLife Online:*** These Terms will commence on Acceptance and continue until the earlier of (a) Company and Carpenter entering into an Order Form under which Company subscribes to the “Pro” version of PowderLife Online and (b) either party providing the other party with written notice of termination (the “Term” for subscriptions to the “Standard” version of PowderLife Online). Carpenter may provide such notice of termination by sending an e-mail to the e-mail address associated with Company’s PowderLife Online account.
 - b. ***If Company subscribes to the “Pro” version of PowderLife Online:*** Unless otherwise specified on the Order Form, these Terms will commence on Acceptance with respect to a subscription to the “Pro” version of PowderLife Online and continue for one (1) year thereafter, unless earlier terminated as set forth herein. Thereafter, these Terms (and the subscription that is the subject of the related Order Form) will automatically renew for additional one (1) year periods (each, a “Renewal Term”, and together with the initial term, the “Term” for subscriptions to the “Pro” version of PowderLife Online), unless either party provides the other party with written notice of non-renewal at least sixty (60) days’ prior to the end of the then-current term. Carpenter may, from time to time, amend these Terms, and will post such amended Terms on Carpenter’s website at https://www.carpenteradditive.com/carpenteradditive_tscs, noting the date of the last such amendment. Upon the commencement of any Renewal Term, the subscription to the “Pro” version of PowderLife Online will renew on the then-current PowderLife Online Terms and Conditions located at https://www.carpenteradditive.com/carpenteradditive_tscs, which will be referred to herein as the “Terms” for purposes of such Renewal Term. Either party may terminate these Terms in the event of a breach of these Terms or the Order Form by the other party that is not cured within thirty (30) days (or ten (10) days in the event of non-payment) after the breaching party receives notice of such breach. In addition, Carpenter may terminate these Terms immediately in the case of a breach by Company of Section 1.b or if it elects to discontinue PowderLife Online (as contemplated by Section 1.a). Carpenter may provide any such notice of termination by sending an e-mail to the e-mail address associated with Company’s PowderLife Online account.
 - c. Upon expiration or termination of these Terms, (i) all rights granted to Company under these Terms with respect to PowderLife Online will immediately terminate, (ii) Company will cease use of PowderLife Online and (iii) each party will promptly return all copies or other embodiments of the other party’s Confidential Information (as defined below) to such other party. Sections 1.b, 1.c, 2, 3, and 5 through 8 (inclusive) will survive any expiration or termination of these Terms.

4. **Company Data.**

- a. Company owns the unaltered data and other content uploaded to or otherwise input by Company into PowderLife Online (collectively, "Company Data"). Company hereby grants to Carpenter a non-exclusive, worldwide, royalty-free, fully paid up, non-sublicensable (except to Carpenter's contractors and service providers), non-transferable (subject to Section 8) right and license to copy, display, create derivative works of and otherwise use the Company Data (i) to perform its obligations under these Terms and the Order Form, if applicable, (ii) to internally develop and improve its products and services and (iii) to create anonymized data from such Company Data (the "Anonymized Data"). Company reserves any and all right, title and interest in and to the Company Data other than the rights and licenses expressly granted to Carpenter in this Section 4.a. For the avoidance of doubt, Company Data does not include the Anonymized Data or other data generated and either provided by Carpenter to Company in connection with performing the Services or made available to Company via PowderLife Online ("Carpenter Data").
- b. Company represents and warrants that: (i) it has all rights necessary in and to the Company Data to grant the rights to Carpenter granted hereunder and (ii) Carpenter's use of the Company Data, as permitted hereunder, will not infringe, misappropriate or otherwise violate any third party's rights.

5. **Confidential Information.** "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either Carpenter or Company (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Carpenter's Confidential Information includes, without limitation, PowderLife Online and information related thereto (including the Carpenter Data). Company's Confidential Information includes, without limitation, the Company Data. Information will not be deemed Confidential Information if such information: (i) was known to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of these Terms by the Receiving Party; or (iv) is developed independently by the Receiving Party. Neither party will use the Confidential Information of the other party except to perform its obligations or exercise its rights under these Terms. Neither party will disclose, or permit to be disclosed, the other party's Confidential Information to any third party; provided, that, each party may disclose such Confidential Information to its employees and consultants who have a need-to-know and are bound by written agreements containing confidentiality provisions consistent with the provisions herein. Each party will use commercially reasonable measures to protect the confidentiality and value of the other party's Confidential Information, but in no event will use less than reasonable care. Notwithstanding any provision of these Terms, either party may disclose the other party's Confidential Information as required by law (in which case each party will promptly provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law).

6. **Feedback.** To the extent Company provides or makes available to Company any suggestions, comments or other feedback related to PowderLife Online or metal powders ("Feedback"), Company

hereby grants Carpenter a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable (directly and indirectly through multiple tiers), transferable right and license to copy, display, distribute, perform, modify and otherwise use such Feedback, or subject matter thereof, in any way and without limitation.

7. **Disclaimer; Limitation of Liability.** POWDERLIFE ONLINE IS PROVIDED ON AN “AS-IS” BASIS AND CARPENTER MAKES NO, AND DISCLAIMS ANY AND ALL, EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. COMPANY ACKNOWLEDGES THAT POWDERLIFE ONLINE MAY NOT PERFORM AS INTENDED OR EXPECTED. REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), IN NO EVENT WILL CARPENTER BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND ARISING FROM THESE TERMS, THE ORDER FORM, OR COMPANY’S USE OF POWDERLIFE ONLINE, EVEN IF CARPENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **General.** The terms and conditions of these Terms are severable. If any provision of these Terms is found to be unenforceable and/or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. Neither party may assign these Terms without the other party’s written consent; provided, that, either party may assign these Terms without such consent to any successor to all or substantially all of its business to which these Terms relate, whether by merger, purchase or otherwise. Any assignment or attempted assignment otherwise than in accordance with this Section will be null and void. The parties agree that these Terms (together with any Order Form(s)) are the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements, communications and other understandings, relating to the subject matter of these Terms, and that all waivers and amendments must be in a writing signed by both parties, except as otherwise provided herein. In the event of a conflict between these Terms and any Order Form, these Terms will govern with respect to such conflict unless the applicable provision is expressly amended in such Order Form. No agency, partnership, joint venture, or employment is created as a result of these Terms and neither party has any authority of any kind to bind the other party in any respect whatsoever. These Terms are governed by the laws of the Commonwealth of Pennsylvania (excluding its conflict of law rules). For all disputes relating to these Terms, each party submits to the exclusive jurisdiction of the state and federal courts located in Philadelphia, Pennsylvania and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Failure by either party to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision.

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