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1. **Parties.** LGC US Asset Holdings, LLC (“Lamons”), is the commercial operator of these Sites, although software, hosting and other functions and content may be provided by other companies affiliated with Lamons (“Affiliates”) or service providers to Lamons and/or its Affiliates (“Service Providers”). Lamons’ Affiliates and their Service Providers are intended third-party beneficiaries of these Terms of Use. This Site is not directed to or intended for individuals under eighteen (18) years of age.

2. **Changes in Terms.** Lamons may change these Terms from time to time, with notice given to those completing a registration process (“Registered Users”). Your continued use of the Sites after any changes constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future Terms, do not use the Sites and do not download materials from them.

3. **Changes in Site(s).** Lamons may terminate, remove, modify, change, suspend or discontinue any aspect of the Sites, including the availability of any features or content, which it controls. Service Providers and/or Affiliates may also terminate, remove, modify, change, suspend or discontinue any aspects of the Sites, including the availability of any features or content, which they control. Lamons may impose limits on certain features and services, or terminate or restrict your access to part or all of any of the Sites without liability. Lamons may also, without liability: (a) remove, modify or otherwise change any user’s Site access; (b) supplement or make changes to its user access or security procedures with notice to Registered Users; and (c) change the type or location of Lamons equipment, facilities or software used by it in providing access provided that no such action shall have the effect of amending or otherwise affecting the parties’ respective obligations under any contract with Lamons or its Affiliates. All obligations created before termination shall survive termination.

4. **Privacy Policy.** Lamons’ Privacy Policy, incorporated herein by reference, and as may be updated from time to time, describes the type of information Lamons, its Affiliates and their Service Providers may collect when you visit the Sites and how they use that information. Please see our Privacy Policy for more information.

5. **Proprietary Rights.** Unless Lamons or one of its Affiliates specifically agree otherwise, the following terms apply to all activity on the Sites.

(a) **Confidentiality.** The following restrictions apply to use of material on the Sites: (i) if any information is marked “Proprietary” or “Confidential” or words of like import, you will hold such information in confidence, use it exclusively in connection with the activities for which you are authorized on the Sites, and not publish or otherwise disclose it to others; (ii) if any information contains restrictions on use or disclosure, you will comply with the restrictions; and (iii) you will keep all restrictive language intact in all copies.

(b) **Copyrights.** Lamons and its Affiliates each reserve copyrights in all content that each provides to the Sites, including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their coordination, selection and arrangement. You may not prepare derivative works

based upon such content, nor may such content be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without prior written permission of the copyright owner. No such activity may be competitive with or derogatory to Lamons or its Affiliates. All copyright or other proprietary notices must be kept intact. You may not distribute any of the content of any of the Sites to any other person unless that person accepts all obligations under these Terms. Any copyright owner consent may be revoked at any time, and such consent does not include consent to republish Site information on any other Internet, Intranet or Extranet site or to incorporate the information in any other database or compilation, unless expressly given in writing. Any other use of the content of this Site is strictly prohibited. You further agree that you will not extract, collect or harvest, through electronic means or otherwise, any data or data fields from this Site, including but not limited to personally identifiable information of any other user of the Sites, or the names of Lamons' and/or its Affiliates' customers.

(c) Trademarks. No trademark, service mark, certification mark, collective mark or trade dress (collectively "Trademarks") owned by Lamons, its Affiliates or their Service Providers may be copied, imitated, or used, in whole or in part, without prior written permission of the owner of the relevant Trademark. All page headers, custom graphics, and button icons may be Trademarks owned by Lamons and/or its Affiliates, and may not be copied, imitated, or used, in whole or in part, without the relevant owner's prior written permission. No rights to use any Trademarks are granted under these Terms. Certain company names and products mentioned on the Sites may be claimed as Trademarks by their respective owners, who may not be affiliated with Lamons, its Affiliates or their Service Providers.

(d) Patents. Some products and processes used on the Sites may be covered by, or may be subject to, one or more patents and are subject to other trade secret and proprietary rights. Lamons and its Affiliates reserve all such rights. You agree not to infringe upon such rights or decompile, reverse engineer, or disassemble any of the products or processes on the Sites. Lamons may from time to time make a list of such patents available, including without limitation for purposes of providing notice in accordance with the virtual patent marking provisions of various jurisdictions including those set out in 35 U.S.C. § 287(a), at engineering@lamons.com.

(e) License. Except as otherwise provided in our Privacy Policy, in Supplemental Terms of Use posted on a Site, or in a separate contract, you agree that any communications you transmit to anyone through the Site or copyrighted works you post on the Sites, including, without limitation, questions, comments, suggestions, ideas, plans, notes, drawings, configurations, purchase orders, quotes, performance data, account information, or other material, data or information (collectively, "Information"), need not be handled as confidential by Lamons, its Affiliates or their Service Providers, and you further agree that upon transmission of such information to Lamons, its Affiliates or their Service Providers via email or other means you grant to Lamons and its Affiliates an irrevocable, non-exclusive, royalty-free, sublicensable, worldwide license (including, but not limited to, a copyright license) to prepare derivative works, use, reproduce, display, publicly perform, transmit and distribute such Information and derivative works thereof for any purpose.

6. User Conduct. In using any of the Sites, you agree not to:

(a) disrupt or interfere with the security of, or otherwise abuse, the Sites or any services, system resources, accounts, servers or networks connected to or accessible through the Sites or affiliated or linked websites;

(b) upload, post, or otherwise transmit through or on any Sites any viruses or other harmful, disruptive or destructive files;

(c) use or attempt to use another's account, service or system without authorization from Lamons or create or use a false identity on any Sites;

(d) transmit through or on any Sites spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;

(e) attempt to obtain unauthorized access to any Site or portions of any Site that are restricted from general access ("Restricted Access Areas");

(f) grant access to or use of any Restricted Access Areas of any Sites to any third party without Lamons' prior consent (evidenced by Lamons' issuance of valid user name and password); or

(g) use the user name or password of any other person at any time.

You also agree to keep any user name and password issued to you safe from disclosure to third parties, and to be responsible for all actions and communications undertaken or transmitted under your account.

7. **Interactive Areas.** The Sites may contain areas where you may post and share comments with other Site users on a variety of subjects. You agree that you will not post or otherwise disseminate on or through any of the Sites unlawful, harassing, libelous, tortious, abusive, offensive, threatening, or obscene communications or material of any kind, or materials which infringe or violate any third party's copyright, trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation; or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes or conveys information about illegal activities or harm against anyone. Lamons reserves the right but not the obligation to remove any materials it deems objectionable. You agree to hold harmless Lamons, its Affiliates and their Service Providers from all claims based upon communications made or materials posted by others or the use by third parties of any Site.

8. **Termination.** Each Registered User agrees to notify Lamons immediately when he/she is no longer working for the company or other legal entity under which access to the Sites was originally granted, or when such entity no longer consents to such access. All termination notices must be sent to the designated address for each Site to which the Registered User is registered, containing the following header: "NOTICE OF TERMINATION/ CHANGE OF USER STATUS". The notice must specify the extent of and effective date of the termination/change, the user name of the individual who is subject to the notice, and the Site(s) for which access is terminated. This termination/change will not affect any obligations or rights of the parties arising before the effective date of termination or change. Termination will be deemed effective at the earlier of: (a) transmission of an acknowledgment from Lamons to the user expressly confirming the termination; or (b) midnight on the first business day following Lamons' receipt of the termination notice.

9. **Links and Third Party Content.**

(a) Links to Other Websites. The Sites may from time to time contain links to other websites or other Internet information sources ("Third Party Links"). These links are provided as a convenience and do not constitute an approval, endorsement, sponsorship or recommendation by Lamons of, or responsibility

for, the third parties, the Third Party Links or any content, services or products available on or through such Third Party Links.

(b) Links from Other Websites. All links to any Site must be approved in writing by Lamons, except that Lamons consents to links in which: (i) the link is a text-only link containing only the name “Lamons Website” or the URL “https://www.Lamons.com”; (ii) the link “points” only to https://www.Lamons.com and not to other pages on the Sites; (iii) the link, when activated by a user, displays this page full-screen in a fully operable and navigable browser window and not within a “frame” on the linked website; (iv) the appearance, position, and other aspects of the link may neither create the false appearance that an entity or its activities or products are associated with or sponsored by Lamons or its Affiliates, nor be such as to damage or dilute the goodwill associated with the name and trademarks of Lamons or its Affiliates. Lamons reserves the right to revoke this consent to link at any time in its sole discretion.

(c) Third Party Content. Any Site may contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements and postings in online community discussions. You agree that Lamons, its Affiliates and their Service Providers shall not have any liability whatsoever to you for any such third party material, data or information.

10. Disclaimers. Unless Lamons or one of its Affiliates agrees otherwise in a separate writing, the following terms apply to all activity on the Sites.

(a) THESE SITES, THEIR CONTENT AND THE AVAILABILITY OF PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU EXPRESSLY AGREE THAT USE OF ALL SITE(S) AND/OR THEIR CONTENT IS AT YOUR SOLE RISK.

(b) TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, LAMONS, ITS AFFILIATES AND THEIR SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SITES, ANY OF THE CONTENT THEREIN OR ANY THIRD PARTY LINKS. YOU EXPRESSLY AGREE THAT USE OF ANY SITE WILL NOT EXPAND LAMONS’ LIABILITY BEYOND THE LIMITS OF ANY CONTRACT UNDER WHICH ACCESS HAS BEEN GRANTED. YOU UNDERSTAND AND AGREE THAT LAMONS IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS, YOUR COMPUTER SYSTEM, LOSS OF DATA OR MISDELIVERIES THAT RESULT FROM USE OF THE SITE OR DOWNLOAD OF ANY CONTENT, DATA AND/OR SOFTWARE FROM THE SITES. LAMONS ASSUMES NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, COMPATIBILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE THROUGH THE SITES. LAMONS, ITS AFFILIATES AND THEIR SERVICE PROVIDERS MAKE NO WARRANTIES THAT ANY SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DEFECTS, IF ANY, WILL BE CORRECTED.

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITES OR FROM ANY MEMBER OF THE LAMONS GROUP (DEFINED BELOW) SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN AN APPLICABLE WRITTEN CONTRACT. WITHOUT LIMITING THE FOREGOING, YOU REPRESENT AND WARRANT THAT NO PROMISE, AGREEMENT, REPRESENTATION, INDUCEMENT, OR CONDITION HAS BEEN MADE TO YOU BY THE LAMONS GROUP IN VIEWING OR OTHERWISE UTILIZING THE SITES. YOU FURTHER REPRESENT AND WARRANT THAT: (I) YOU ARE NOT RELYING UPON, AND EXPRESSLY DISCLAIM, ANY SUCH PROMISE, AGREEMENT, REPRESENTATION, INDUCEMENT, OR CONDITION WHICH

IS NOT HEREIN EXPRESSED IN THESE TERMS, AND (II) YOU ARE RELYING SOLELY UPON YOUR OWN JUDGMENT IN VIEWING OR OTHERWISE UTILIZING THE SITES.

(d) ALTHOUGH INFORMATION PROVIDED ON THE SITES IS BELIEVED TO BE ACCURATE, YOU SHOULD INDEPENDENTLY EVALUATE THE ACCURACY OF THE INFORMATION AND THE USEFULNESS TO YOUR PARTICULAR NEEDS OF ANY PRODUCT OR SERVICE. SPECIFICATIONS FOR PRODUCTS AND SERVICES ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND LAMONS AND ITS AFFILIATES RESERVE THE RIGHT TO MAKE CHANGES WITHOUT NOTICE. PRODUCTS LISTED IN ONLINE CATALOGS ARE NOT GUARANTEED TO BE AVAILABLE AT THE TIME OF YOUR ORDER.

11. **Limitation of Liability.** IN NO EVENT WILL LAMONS, ITS AFFILIATES OR THEIR SERVICE PROVIDERS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, PARTNERS, OFFICERS, DIRECTORS OR OTHER REPRESENTATIVES (COLLECTIVELY, "LAMONS GROUP") BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES OR ANY SERVICES, PRODUCTS, EQUIPMENT OR OTHER ITEMS OBTAINED THROUGH THE SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

FURTHERMORE, WITHOUT LIMITING THE FOREGOING, THE AGGREGATE LIABILITY OF THE LAMONS GROUP TO YOU ARISING OUT OF OR CONNECTED WITH YOUR USE OF THE SITES, IN ANY CIRCUMSTANCE, IS LIMITED TO FIVE HUNDRED U.S. DOLLARS (USD \$500.00).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

13. **Indemnification.** You agree to release, defend, indemnify and hold harmless the Lamons Group from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including attorneys' fees) arising out of or relating to your violation or breach of these Terms or your use of the Sites in any way, including, without limitation, your interaction with the Sites, any use of the Sites' content, materials, services and products or your use of any other information obtained from the Sites.

14. **General.**

(a) **International.** Your access to any Site from territories where its contents may be illegal is prohibited.

(b) **Applicable Law; Waiver of Jury Trial.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU HEREBY WAIVE ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THESE TERMS. You acknowledge and agree that any controversy or claim arising out of or relating to these Terms and/or your use of the Sites, including whether any such claim is properly arbitrable, shall be settled by arbitration

administered by Judicial Workplace Arbitrations, Inc. (“JWA”). These Terms shall be governed and construed in accordance with the laws of the State of Texas (excluding its conflict of laws rules) and the arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The arbitration shall be heard by a single arbitrator, the place of arbitration shall be Houston, Texas, and the arbitration will be conducted in the English language. The arbitration, including the arbitration hearing, shall be governed by the Texas Rules of Civil Procedure and the Texas Rules of Evidence. The arbitrator shall issue a written and reasoned award and opinion within 30 days of the arbitration hearing, the decision and award of the arbitrator shall be final, binding and enforceable, and the arbitration award may be confirmed in any court of competent jurisdiction. The person or entity initiating the arbitration pursuant to this section shall pay the initial filing fees. Thereafter, each party to such arbitration shall split any additional administrative or arbitrator fees paid to JWA or the arbitrator equally; provided, however, the prevailing party shall be entitled to an award of reasonable attorneys’ fees, and the arbitrator shall have the power to award the prevailing party any administrative or arbitration fees paid to JWA or the arbitrator. Each party to such arbitration hereby agrees that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. You acknowledge and agree that a breach of your obligations under these Terms could cause irreparable harm to Lamons for which Lamons would have no adequate remedy at law, and further agree that, notwithstanding your agreement to arbitrate controversies or claims as set herein, Lamons may apply to a state or federal court located in Harris County, Texas to seek to enjoin, preliminarily or permanently, any breach or threatened breach of your obligations under these Terms.

(c) English Language. The parties agree that there shall be no requirement to translate any of the Sites, or any portion thereof or content thereon, into any other language than the one in which they appear, and that all contractual and transactional communications shall be in the English language, and that there shall be no requirement to translate any communication into any other language.

(d) Enforceability. These Terms are not intended to alter the terms or conditions of any other agreement you may have with Lamons, its Affiliates or their Service Providers to the extent that those agreements govern issues other than your use of any of these Sites, nor any agreements that they may have with one another. Should any provision in these Terms be found invalid or unenforceable for any reason, that provision shall be deemed severable from the Terms and shall not affect the validity or enforceability of the remaining provisions; provided, however, that upon a determination that a term or other provision is invalid or unenforceable, the court, arbitrator, other tribunal making such determination is authorized and instructed to modify these Terms so as to effect the original intent of these Terms as closely as possible so that the terms and conditions contemplated herein are consummated as originally contemplated to the fullest extent possible.