

END USER LICENSE AGREEMENT

This End User License Agreement (the “Agreement”) is a legal agreement between you (“you” or “your”) and Nordson Corporation, or by any of its subsidiaries, groups, divisions and lines of business (each referred to as “Nordson”) and governs your use of (i) software provided by Nordson, including software installed on certain Nordson products purchased by you; (ii) any related firmware provided by Nordson; and (iii) any and all modifications, improvements, or updates to the software or firmware provided by Nordson, and may include associated user manuals, technical manuals, and any other materials provided by Nordson, in printed, electronic, or other form, that describe the Software or its use or specifications (the “Documentation,” and items (i) – (iii), collectively, the “Software”).

1. License Grant. Subject to your compliance with this Agreement, Nordson hereby grants you a non-exclusive, non-transferable (except as expressly permitted by Section 26 hereof), non-sublicensable license to download, install, and use the Software described in one or more sequentially numbered written service orders or quotations specifically referencing this Agreement, which, by this reference are incorporated in and made a part of this Agreement (each, a “Quote”) on a product owned or controlled by you for your internal business purposes and as described in this Agreement, the applicable Quote, and the Documentation.

Some Software and features may be provided to you as a preview, or as an alpha, beta or other pre-release version (each, a “Beta Offering”). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by Nordson, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. Nordson may discontinue the Beta Offering at any time and may decide not to make any of the features and functionality generally available. Notwithstanding anything to the contrary in this Agreement, we do not provide maintenance and support, warranties, or indemnification for Beta Offerings.

2. Use Restrictions. You shall not, directly or indirectly:

- (a) use the Software or Documentation except as set forth in Section 1;
- (b) copy the Software or Documentation, in whole or in part;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;
- (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Software or Documentation, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Software or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (h) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including: (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and (iv) military or aerospace applications, weapons systems, or environments.
- (i) use the Software or Documentation in violation of any law, regulation, or rule; or
- (j) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Nordson's commercial disadvantage.

3. Additional Obligations. You shall comply in full with all federal, state, local, and foreign laws, rules, and regulations in connection with your access to, and use of, the Software. The Software may be accessed and used only in a form and manner approved by Nordson in its sole discretion, and only in accordance with the terms and conditions of this Agreement. You acknowledge that the Software contains valuable trade secret and proprietary information of

Nordson, that any actual or threatened breach of this Section 3 will constitute immediate, irreparable harm to Nordson for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

4. License Fees. All fees for the Software (“License Fees”) are payable in the manner set forth in the applicable Quote and are non-refundable.

5. Compliance Measures. The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against use of the Software: (i) beyond the scope of the license granted to pursuant to Section 1; or (ii) prohibited under Section 2. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

6. Collection and Use of Information. Nordson may, directly or indirectly through the services of others, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, by means of (i) providing maintenance and support services; and (ii) security measures included in the Software as described in Section 3. You agree that the Nordson may use such information for any purpose related to any use of the Software by you, including but not limited to: (a) improving the performance of the Software or developing updates; and (b) verifying compliance with the terms of this Agreement and enforcing Nordson’s rights, including all intellectual property rights in and to the Software.

7. Software Updates and Upgrades. Nordson may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Software and related services and to address any non-conformities with the applicable Software specifications (“Updates”). Updates shall be provided to you either: (i) in accordance with Nordson’s quoted price therefor; or (ii) at no charge if Nordson provides such specific Updates at no-charge on a commercial basis to all of its customers. Updates may be installed by Nordson personnel, and you hereby agree to permit such personnel to access your premises, equipment, and systems, as needed, to install such Updates. If you do not want such Updates, your remedy is to stop using the product on which the Software is installed. You acknowledge that you may be required to install Updates to use the applicable product and the Software and you agree to promptly install, or permit Nordson to install, any such required Updates Nordson provides in accordance with the instructions and as directed by Nordson. Nordson shall not be required to make available any new versions and/or releases of any Software that provide new and/or enhanced features, performance, and/or capabilities for the Software (“Upgrades”). In the event Nordson does, in its sole discretion, make Upgrades available, such Upgrades shall be subject to Nordson’s quoted price therefor. As used in this Agreement, Software shall include any Updates and Upgrades.

8. Third-Party Materials. Portions of the Software may utilize or include materials and information, in any form or medium, that are not proprietary to Licensor, including any third-party: (a) documents, data, content or specifications; (b) Open Source Software or other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing (collectively, “Third Party Materials”). Use of such Third-Party Materials is governed exclusively by their respective terms (“Third Party Terms”) provided or made available by Nordson or the applicable provider of the Third Party Materials, and not by this Agreement. The Third-Party Materials are not warranted under this Agreement, but are instead subject to any warranties set forth in the applicable Third Party Terms. If and to the extent there is a conflict between the terms of this Agreement and the applicable Third Party Terms, the applicable Third Party Terms govern, but only with respect to your use of the applicable Third Party Materials, and only to the extent necessary to resolve the conflict. You agree that: (a) your use of Third-Party Materials will at all times comply with the applicable Third Party Terms and (b) Nordson has the right to export and import your data to and from such Third-Party Materials for purposes of delivering the Software. You understand and agree that the availability of the Software, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Materials. Nordson will not be liable to you or any third party in the event that changes in Third-Party Materials cause the unavailability of the Software or any feature or function thereof. Nordson does not make any representations or warranties regarding any such Third-Party Materials.

9. Open Source. Certain items of software included with the Software may be subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open

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10. Support Services. Nordson or its suppliers and distributors may provide you with support services related to the Software ("Support Services") as and to the extent set forth in the applicable Quote. Use of Support Services is governed by the policies and programs described in the Documentation for the Software, in online documentation and/or other Nordson-provided materials. Any supplemental materials provided to You as part of the Support Services shall be considered part of the Software, as applicable, and subject to the terms and conditions of this Agreement.

11. Term and Termination. This Agreement and the license granted hereunder are effective on the date the Software is activated and shall continue for the duration set forth in the applicable Quote, unless this Agreement is earlier terminated in accordance with this Section 11. Nordson may terminate this Agreement at any time if you fail to comply with any of the term(s) hereof. Upon termination of this Agreement, the license granted hereunder will terminate and you must stop all use of the Software.

12. Intellectual Property Rights. You acknowledge that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software under this Agreement, or any other rights to the Software other than to use the Software in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. Nordson and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, subject to the license expressly granted to the Licensee in the Agreement. You shall safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

You agree to notify Nordson immediately of any pirating, infringement or imitation of the Software or other intellectual property rights of Nordson which comes to your attention during the Term. If You learn of a threat, demand, allegation, or indication that the Software infringes or misappropriates any third party intellectual property rights (including but not limited to any patent, copyright, trademark, trade dress, or trade secret) ("Intellectual Property Claim"), You will notify Nordson promptly of such claim. Nordson may, in its sole discretion, elect to assume sole control of the defense and settlement of said Intellectual Property Claim and You will provide reasonable information and assistance to Nordson for the defense of such claim.

13. Disclaimer of Warranties; Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE QUOTE, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF MERCHANTABILITY, ACCURACY, QUALITY, TITLE, VALIDITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NORDSON DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO ONLY THOSE REQUIRED BY LAW, FOR THE SHORTEST DURATION PERMITTED BY LAW, AND WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE. ALL THIRD-PARTY MATERIALS AND OPEN SOURCE SOFTWARE ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY CONCERNING ANY THIRD-PARTY MATERIALS OR OPEN SOURCE SOFTWARE IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS OR THE APPLICABLE PROVIDER OF THE OPEN SOURCE SOFTWARE, AS THE CASE MAY BE.

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YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THIS AGREEMENT BY NORDSON OR ANY DISSATISFACTION WITH RESPECT TO THE SOFTWARE IS TO DISCONTINUE OPERATING, ACCESSING, AND USING THE SOFTWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER NORDSON NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO YOU OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION ARISING FROM CONTRACT, TORT OR OTHER LEGAL THEORY) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES RESULTING FROM THE ACCESS OR USE OF THE SOFTWARE, OR OTHERWISE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, FOR ANY FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR OPEN SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT GOODS OR SERVICES.

14. Limitations of the Software. The Software is not authorized, licensed, designed, or intended for use in, and you shall not permit the use of the Software in, any (i) nuclear equipment, (ii) aviation or aerospace equipment, or air traffic control, navigation or communication equipment, (iii) weaponry, (iv) medical devices or systems intended for life support, intensive care or surgical implant into the human body, or (v) Life-Critical (as defined below) devices or systems (each a “Prohibited Use”), except with Nordson’s prior written consent. The prohibitions of the preceding sentence also apply to the design, manufacture, construction, operation and maintenance activities associated with any Prohibited Use. “Life-Critical” devices or systems are defined as those (a) whose failure or malfunction may result in death or serious injury to people or environmental harm posing a serious risk to human health and safety or (b) which are designed to lose less than one life per billion hours of operation. Nordson disclaims any liability in connection with any Prohibited Use by you, intermediary customers or end users, and any such Prohibited Use engaged in by a party contrary to this provision shall be entirely at such party’s risk.

15. Indemnity. You shall indemnify, defend and hold harmless Nordson 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) your material breach of this Agreement; (ii) your or your agent’s acts and omissions in connection with access to and use of the Software; (iii) your or your agent’s negligence or willful misconduct in connection with access to and use of the Software; or (iv) your violation, infringement or misappropriation of the intellectual property, proprietary or other rights of any third party. If any claim is commenced against Nordson under this paragraph, Nordson will provide notice of the claim and copies of all related documentation to you, and you 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 you be relieved of your indemnification obligations hereunder unless the failure to provide notice promptly hereunder results in, and then only to the extent of, actual prejudice to your rights. Nordson 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, you will reasonably cooperate with the Nordson’s attorneys.

16. Confidentiality. You acknowledge that you may receive or become aware of confidential information and trade secrets of Nordson such as source code of the Software or subcomponents of the Software (“Confidential Information”). You agree to maintain and protect the confidentiality of all Confidential Information of which you become aware (whether or not identified or marked as confidential at the time of its disclosure) and not disclose any Confidential Information, except as required by law (for example, under a court order or subpoena), to any person, firm, or entity, and you shall use at least reasonable care to preserve and protect the confidentiality of all Confidential Information of which you become aware. Further, you shall not use or disclose any Confidential Information for any purpose not permitted by this Agreement. 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 you;

(b) is made available to the general public by Nordson or a third party who is lawfully in possession of such information, not as a result of any action or failure to act on your part; (c) was previously known to you free of any obligation to keep it confidential; (d) is subsequently disclosed to you free of any obligation to keep it confidential; or (e) is independently developed by you or a third party other than in breach of this Agreement. In addition, you will not be considered to have breached its obligations under this Agreement to the extent Confidential Information is required to be disclosed by court order or order of a governmental authority or by applicable law, provided you, to the extent practicable, advise Nordson in writing prior to making such disclosure so that the Nordson may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. Violations of this Section 16 are likely to cause irreparable harm and therefore Nordson may seek immediate injunctive relief without the need of posting bond in the event of a violation of this Section 16.

17. Privacy. We may collect information about you and from your use of the Software as described in our Privacy Policy, as may be updated by Nordson from time to time, which is incorporated into this agreement and describes Nordson's information collection, use, and sharing practices. You will have in place a privacy policy regarding your use of personally identifiable information and, where applicable, shall obtain the necessary consents before transferring any personal information to Nordson, and you shall comply with all applicable laws relating to the collection, use, and disclosure of personal information.

18. U.S. Government Restricted Rights. If the Software is licensed to agencies of the U.S. Government, the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. § 12.212, and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is Nordson Corporation, 28601 Clemens Road, Westlake, Ohio 44145.

19. Force Majeure. Nordson shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of Nordson. 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, cyberattacks, earthquakes, or other disasters.

20. Export Regulation. You agree that you will not provide access to or use of the Software 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, you will not ship, transfer or export the Software into any country or use the Software in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations of the United States or any other jurisdiction (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving access to or using the Software. All rights to access and use the Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this Agreement.

21. Compliance with License and Laws. You shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to you under this Agreement. In the event that any part of this Agreement is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this license shall remain in full force and effect and shall be enforced to fullest extent permitted by law.

22. Governing Law. This Agreement is governed by and construed in accordance with the laws of the jurisdiction of Nordson's legal registration, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be exclusively instituted in the courts located in the jurisdiction of Nordson's legal registration, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. Verification and Audit Rights. You shall conduct an annual review of your use of the Software and certify to Nordson in writing that you are in full compliance with this Agreement or, if you discover any noncompliance then you shall immediately remedy such noncompliance and provide Nordson with written notice thereof. You shall provide Nordson with all assistance as Nordson reasonably requests to further evaluate and remedy such noncompliance. Upon request of Nordson, you shall also allow Nordson to conduct a reasonable onsite or remote audit of your applicable facilities, products and records to determine whether or not your usage of such Software is in conformance with this Agreement. You shall reasonably cooperate with and assist Nordson in any such audit, which shall be conducted during your normal business hours and shall not unreasonably interfere with your business activities. If the audit determines that your use of the Software exceeds or exceeded the use permitted by this Agreement then: (i) you shall, within ten (10) days following the date of Nordson's written notification thereof, pay to Nordson the retroactive License Fees for such excess use and obtain and pay for a valid license to bring your use into compliance with this Agreement. In determining the License Fee payable pursuant to the foregoing, (x) unless you can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by Nordson hereunder, and continued uninterrupted thereafter, and (y) the rates for such licenses shall be determined without regard to any discount to which you may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement). If the use exceeds or exceeded the use permitted by this Agreement by more than twenty percent (20%), Nordson shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to you. Nordson's remedies set forth in this Section 23 are cumulative and are in addition to, and not in lieu of, all other remedies Nordson may have at law or in equity, whether under this Agreement or otherwise.

24. Headings. The titles and headings of the various sections and paragraphs in this Agreement 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 Agreement.

25. 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 Agreement.

26. Waiver/Assignment. A waiver of any provision of this Agreement shall only be effective if in a writing signed by the party against which the waiver is claimed. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Failure to enforce or delay in enforcing any provision of this Agreement will not constitute a waiver of any rights under any provisions of this Agreement. This Agreement may not be assigned by You without the prior written consent of Nordson. This Agreement may be assigned by Nordson, by operation of law or otherwise, without the consent or approval of You or any other person, firm or entity. Each and all of the covenants, terms, provisions and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and, to the extent expressly permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.