

Aftermarket Services Customer Portal Terms and Conditions of Use

Revised as of August 23, 2018

This website (“**AMS Customer Portal**”) is used to conduct business between Lummus Technology LLC and its affiliates (collectively, “**Company**”) and corporations or other entities that are the former, current, or potential customers of Company (collectively, “**Customer**”). Accordingly, access to the AMS Customer Portal is offered to a Customer via the individual(s) acting on its behalf, such access and use being subject to the terms, conditions, and disclaimers set forth herein. Customer and individual(s) acting on Customer’s behalf are hereinafter referred to collectively as “**User**.” By accessing and using the AMS Customer Portal, User is deemed to have agreed to these Terms and Conditions of Use (and any revisions thereto) without modification, limitation or qualification (the “**Agreement**”). For purposes of this Agreement, the term “**affiliates**” means any entity controlling, controlled by or under common control with Company, wherein “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership, securities, contractual rights, or otherwise.

A User may visit the AMS Customer Portal and utilize certain features (including those enabling a User to contact Company) without having to register as a User. However, in order to utilize all features of the AMS Customer Portal, a User will need to request registration from Company. Once registered, a unique User name and password will be issued by Company, and such User name and password shall not be shared by User with any other person.

ALL USERS, REGISTERED OR NOT, SHALL BE BOUND BY THIS AGREEMENT. IF USER DOES NOT INTEND TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF USE, DO NOT PROCEED IN ACCESSING OR OTHERWISE USING THE AMS CUSTOMER PORTAL OR ANY FEATURES THEREOF.

IF USER PROCEEDS IN ACCESSING OR OTHERWISE USING THE AMS CUSTOMER PORTAL, THESE TERMS AND CONDITIONS OF USE (AND ANY REVISIONS THERETO) ARE ACCEPTED BY USER. ACCORDINGLY, PLEASE READ THEM CAREFULLY.

Company Obligations

User's access to and use of the AMS Customer Portal does not obligate Company to (a) offer or perform any services or other work for User; (b) offer or provide any products or programs to User; (c) enter into any licenses, services agreements, or other agreements with User; or (d) maintain the AMS Customer Portal or User’s access thereto.

The AMS Customer Portal is for Customers of Company, and as such there are, or will be, separate definitive written agreements signed by Company and Customer regarding services, products, or programs available through or otherwise associated with the AMS Customer Portal (collectively, “**Associated Agreements**”). To the extent that there is a conflict between a term of an Associated Agreement and a term of this Agreement, the term of the Associated Agreement shall govern.

Use of the AMS Customer Portal

Users may not use the AMS Customer Portal to send, post, or otherwise disseminate any statement, content, or information which is false, malicious, offensive to the rights of others, or otherwise harmful. Without limiting the foregoing, Users may not transmit any message or provide other content to Company (via the AMS Customer Portal or otherwise) which: (a) is anonymous or under a false name or contact information; (b) is unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable, including without limitation

any transmission constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability; (c) discloses private or personal matters concerning any third person, including, but not limited to, messages or information which would violate that person's rights of privacy or publicity; (d) contains a virus, worm, Trojan Horse or any other contaminating or destructive features; (e) violates the property rights of others, including unauthorized copyrighted text, images or programs, unauthorized use of trade secrets or other confidential or proprietary information, and unauthorized use of trademarks or service marks.

Company reserves the right (but has no obligation) to take such action as it deems appropriate, including but not limited to the removal or editing of User-provided content and/or by denying User access to part or all of the AMS Customer Portal for any of the following: (1) User's violation of this Agreement; (2) any attempt to interfere with another User's access to or use of the AMS Customer Portal; (3) any attempt to gain or facilitate (including by sharing User name and or password with others) unauthorized access to the AMS Customer Portal or content therein; (4) conflict with, or violation of, any agreement between Company and a third party that arises or results from User's access to or use of the AMS Customer Portal; (5) if and when User has not timely paid fee(s) due to Company; and (6) if Company determines, in its sole judgement, that User is not a party with whom it wants to have an association.

If User does post or submit any comments, content, information or communications to Company through the AMS Customer Portal or in connection with services, products, or programs available through or otherwise associated with the AMS Customer Portal, User grants Company a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such comments, content, information or communications (including, without limitation, any ideas, concepts, know-how, or techniques contained therein) throughout the world. By posting or submitting such comments, content, information or communications to Company, User represents and warrants that User owns or otherwise controls all of the rights in and to such posted or submitted content, that such content is accurate, that use of such content does not violate the Terms and Conditions of Use; and that User will indemnify Company for all claims resulting from use of such content.

Electronic Communications

When User uses the AMS Customer Portal or directly sends e-mails to Company pertaining to services, products, or programs available through or otherwise associated with the AMS Customer Portal, User is communicating with Company electronically and consents to receive communications from Company electronically. Company will communicate with User by e-mail or by posting notices on the AMS Customer Portal. User agrees that all agreements, notices, disclosures, and other communications that Company provides to User electronically via e-mail or by posting notices on the AMS Customer Portal satisfies any legal requirement that such communications be in writing.

Intellectual Property

All content on the AMS Customer Portal is the property of Company and/or third parties and may be protected by intellectual property laws of the United States of America and/or other countries. Accordingly,

(a) copyrighted/copyrightable content, including without limitation, text, design, graphics, logos, icons, images, digital downloads, interfaces, data compilations, software, and code, is the property of Company and/or third-party content suppliers and is protected or may be protectable by copyright laws of the United States and/or other countries. Users are hereby granted a limited, non-transferable license to download, print, copy, and use downloadable

written materials provided that such use is solely in connection with technical service for User's plant. For avoidance of doubt, such license does not include the right to disclose to third parties any downloadable materials pertaining to best practices, trouble shooting, safety bulletins, training tutorials, survey results or otherwise indicated to be of a confidential nature. Nothing herein or elsewhere on the AMS Customer Portal should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any other copyrighted/copyrightable content displayed or otherwise contained on the AMS Customer Portal;

(b) registered and unregistered trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin appearing on the AMS Customer Portal are owned by Company and/or third parties (who may or may not be affiliated with, connected to, or sponsored by Company) and are subject to the trademark laws of the United States and/or other countries. Nothing herein or elsewhere on the AMS Customer Portal should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin displayed or otherwise contained on the AMS Customer Portal;

(c) products, methods, systems, apparatuses, or other materials described on the AMS Customer Portal may be subject to one or more patents or patent applications, as well as patent laws of the United States and/or other countries. Nothing contained herein or elsewhere on the AMS Customer Portal should be construed as granting, by implication, estoppel or otherwise, any license or rights in or to any such patents, patent applications, or the inventions described therein.

Disclaimers

USE OF THE AMS CUSTOMER PORTAL IS AT USER'S OWN RISK. THE AMS CUSTOMER PORTAL IS PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, OR MATERIALS PROVIDED THEREON, AND USER EXPRESSLY AGREES THAT USER'S USE OF THE AMS CUSTOMER PORTAL AND THE INFORMATION, CONTENT, AND MATERIALS THEREON IS AT USER'S SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR TITLE.

COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT (I) THE AMS PORTAL, ITS SERVERS, OR E-MAIL SENT FROM COMPANY ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE OR DEFECTS THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES; OR (II) FILES, CONTENT, OR MATERIAL OF ANY KIND, OR FROM ANY SOURCE, AVAILABLE FOR USE OR DOWNLOADING THROUGH THE AMS CUSTOMER PORTAL, WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE OR DEFECTS THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE AMS PORTAL OR THE INFORMATION, CONTENT, OR MATERIALS PROVIDED THEREON (OR FOR ANY E-MAIL SENT FROM COMPANY), INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

COMPANY ACCEPTS NO RESPONSIBILITY FOR ERRORS OR TECHNICAL DIFFICULTIES WITH THE FUNCTIONALITY OF THE AMS CUSTOMER PORTAL OR FOR ELECTRONIC MAIL TRANSMISSIONS. NOR SHALL COMPANY BE HELD RESPONSIBLE FOR ANY ERROR IN A SPECIFICATION, DRAWING, PICTURE OR ILLUSTRATION, OR FOR ANY TYPOGRAPHICAL OR PHOTOGRAPHIC ERRORS.

Indemnity

AS A CONDITION OF USE OF THE AMS CUSTOMER PORTAL, USER AGREES TO INDEMNIFY COMPANY FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES) AND DAMAGES ARISING OUT OF CLAIMS RESULTING FROM USER'S USE OF THE AMS CUSTOMER PORTAL AS WELL AS THE INFORMATION, CONTENT, OR MATERIALS PROVIDED THEREON, INCLUDING WITHOUT LIMITATION ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD CONSTITUTE A BREACH BY USER OF THESE TERMS AND CONDITIONS.

Confidentiality

User is responsible for maintaining the confidentiality of User account and password, and for restricting access to User's computer(s), and User agrees to accept responsibility for all activities that occur under User account or password.

Information disclosed by User through the AMS Customer Portal or otherwise contained on the AMS Customer Portal shall be subject to then-existing confidentiality obligations specified in relevant Associated Agreements.

Materials displayed or otherwise contained on the AMS Customer Portal may be, or may contain, confidential information of Company and/or third-party content suppliers. Confidential information of Company and/or third-party content suppliers displayed or otherwise contained on the AMS Customer Portal shall be subject to then-existing confidentiality obligations specified in relevant Associated Agreements. Elsewhere in this Agreement Users are granted a limited, non-transferable license to download, print, copy, and use downloadable written materials provided that such use is solely in connection with technical service for User's plant. For avoidance of doubt, such license does not include the right to disclose to third parties any downloadable materials pertaining to best practices, trouble shooting, safety bulletins, training tutorials, survey results or otherwise indicated to be of a confidential nature.

For purposes of the following, the Party disclosing information hereunder shall be known as the "**Disclosing Party**," and the Party receiving such information shall be known as the "**Receiving Party**." The above notwithstanding, the confidentiality obligations of Receiving Party shall not pertain to information that: (a) is generally available to the public, or becomes generally available to the public, through no action or inaction of the Receiving Party; or (b) the Receiving Party is able to demonstrate was in its possession prior to receipt hereunder and was not, at such time, under an obligation of confidentiality to any third party; or (c) the Receiving Party is able to show was lawfully received by it from a third party as a matter of right without any current restriction on use or disclosure; or (d) the Receiving Party is able to show was developed by its employees without reference to the Disclosing Party's confidential Information.

International Users/Export

The AMS Customer Portal is administered by Company from its offices in the United States but may be viewed internationally. Accordingly, the AMS Customer Portal may contain references to products, programs, or services that are not available in all countries. Reference to a particular

product, program, or service on the AMS Customer Portal does not imply that Company intends to make such product, program, or service available in User's country. Company makes no representation that the materials on the AMS Customer Portal are appropriate or available for use at other locations outside of the United States. Consult your Company representative in this regard.

User's access to the AMS Customer Portal, and Company's performance under this Agreement, is subject to continued compliance with all applicable laws and regulations (including those of the government of the United States of America) for the export and re-export of technical information and equipment and products therefrom. With respect to any technical information, equipment or products therefrom displayed, contained, or made available through the AMS Customer Portal, User represents and warrants that it shall comply with all applicable laws or regulations regarding the export or re-export of the same. User further represents and warrants that its use of any technical information, equipment, and products therefrom displayed, contained, or made available through the AMS Customer Portal is for civil (i.e. non-military) use only.

Privacy

(A) Personal Information. Company is committed to protecting personal information and complying with applicable data privacy laws. In this regard, all Users must review and acknowledge the terms set forth in the AMS Customer Portal Privacy Notice (located on menu bar at top of home page).

(B) Cookies. The AMS Customer Portal uses "cookies" (an element of data that a website can send to your browser, which may then be stored on your system) to authenticate a User's identity. Browsers can be set to notify User when a cookie is received, giving User the chance to accept it or not. If User does not accept the cookie, User will (as determined solely by Company) have limited or no access to the AMS Customer Portal.

(C) Third Party Information and Links. Any opinions, statements, services, offers or other information or content expressed or made available in the AMS Customer Portal by any third party are those of the respective author(s) or distributor(s) and not of Company. The AMS Customer Portal may contain links to websites of third parties. Company has no control over, and will not take responsibility for, the content or the privacy practices employed by other websites. User acknowledges and agrees that Company is not responsible for the availability of any such external websites, and does not endorse (and is not responsible or liable for) any content, advertising, products, services, or other materials on or available from such other websites. User further acknowledges and agrees that, under no circumstances, will Company be held liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to User in connection with User's use of, or reliance on, any content, advertisements, products, services or other resources available from any third party websites (regardless of whether there are links, direct or indirect, to such content, advertisements, products, services, or other resources available through the AMS Customer Portal). User should direct any concerns with respect to any other websites to the administrator(s) or webmaster(s) of such websites.

(D) Reservation of Rights. Personal information of a User is used to contact the individual or is otherwise used to help Company perform contracts and other legitimate business interests of Company. "Cookies" are used to authenticate a User's identity. Company reserves the right to use User personal information and cookies to help Company determine what is most beneficial for its Users, and how Company can continually create a better overall experience for Users by improving the content of the AMS Customer Portal. Such use may include gathering information about Users use of the AMS Customer Portal collectively in order to determine, for example, which areas Users access more frequently and which materials Users access the most. Company also reserves the

right to ask Users to voluntarily provide Company (or a third party acting on behalf of Company) with information for market research.

Governing Law

By visiting or otherwise using the AMS Customer Portal, User agrees that the terms of this agreement and User's access and use of the AMS Customer Portal shall be interpreted, construed and governed by the laws of the State of New Jersey, United States of America without reference to its conflicts of law provisions, and that any dispute of any sort regarding the same that might arise between User and Company.

Miscellaneous

(A) The failure of Company to require or enforce strict performance by User of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of Company's right to assert or rely upon any such provision or right in that or any other instance.

(B) In the event any portion of this Agreement (including any portion of any agreement that is referenced by or to this agreement) is found to be illegal or unenforceable, such portion shall be severed from the agreement, and the remaining terms shall be separately enforced.

(C) Company retains the right to change, modify and update these Terms and Conditions of Use at any time. Please check periodically to view the current Terms and Conditions of Use.