

Essentium, Inc.
TERMS AND CONDITIONS FOR 3D HIGH SPEED EXTRUSION PRINTER SYSTEMS
Form ESS 001

IMPORTANT: BY USING YOUR 3D HIGH SPEED EXTRUSION PRINTER YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS FOR 3D HIGH SPEED EXTRUSION PRINTER SYSTEMS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR 3D HSE PRINTER OR DOWNLOADING OR USING ANY SOFTWARE OR SOFTWARE UPDATE ACCOMPANYING YOUR 3D HSE PRINTER. BY USING YOUR 3D HSE PRINTER OR DOWNLOADING OR USING THE SOFTWARE OR UPDATE, AS APPLICABLE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE 3D HSE PRINTER OR DOWNLOAD OR USE ANY ACCOMPANYING SOFTWARE OR UPDATES.

IF YOU HAVE RECENTLY PURCHASED AN 3D HSE PRINTER AND YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY RETURN THE 3D PRINTER WITHIN THE RETURN PERIOD TO ESSENTIUM OR AUTHORIZED DISTRIBUTOR WHERE YOU OBTAINED IT FOR A REFUND, SUBJECT TO ESSENTIUM'S RETURN POLICY FOUND AT <http://www.essentium3d.com/pages/sales-policy/>.

1.0 Quote and Acceptance - The provision of any Products by or for Essentium, Inc. or any of its affiliates (each a "**Provider**") to the party named on the Quote ("**You**") is expressly conditioned on Your assent to these Terms and Conditions. Any acceptance of Provider's offer is expressly limited to assent to these Terms and Conditions. Provider expressly objects to any additional or different terms proposed by You. No facility entry form of Yours shall modify these Terms and Conditions even if signed by Provider's representative. Any order to perform work and Provider's performance of work shall constitute Your assent to these Terms and Conditions, or any conduct by You that recognizes the existence of a contract with respect to Products described in the Quote to which these Terms and Conditions are attached or referenced. Unless otherwise specified in the Quote, Provider's Quote shall expire 30 days from its date and may be modified or withdrawn by Provider before receipt of Your conforming acceptance.

2.0 Definitions

2.1 "**Intellectual Property**" means any innovation, improvement, development, discovery, device, trade secrets, know-how, formulations method, process, technique or the like and any other legally protectable information, including but not limited to computer data, files and Software (including object code, micro code, source code and data structures) whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable, and any patent, copyright, registered design or unregistered design right and any application for any of the foregoing, and all similar intellectual, proprietary or industrial rights of every type that may exist now or in the future in any jurisdiction.

2.2 "**Products**" means the 3D high speed extrusion printer system(s) ("**System**"), System parts ("**Parts**"), proprietary resins and thermoplastics and/or other consumables (collectively, "**Consumables**"), Provider's Software (defined below), and/or other ancillary system components that are set forth in any Purchase Order.

37 "**Provider Software**" means program code provided by Provider to You in connection with Products, together with Provider's applicable technical documentation containing its specifications, instructions, and/or other information provided by Provider accompanying such software or made available by Provider from time to time in connection with Products, and excludes all Third Party Software.

2.4 **“Purchase Order”** means any purchase order or any other written purchase agreement approved by Provider tendered by You to Provider requesting that Provider supply Products or Services to You.

2.5 **“Quote”** means Provider’s written proposal to sell Products to You.

2.6 **“Services”** means certain services, including support and maintenance services, related to the Products offered and provided by Provider from time to time identified in a Quote or Purchase Order.

2.7 **“Services Agreement”** has the meaning set forth in Section 17.0 (Services) below.

2.8 **“Third Party Software”** means program code provided by a third party in connection with Products, together with the third party’s applicable technical documentation containing its specifications, instructions, and/or other information provided by the third party accompanying such software or made available by the third party from time to time in connection with Products.

3.0 **Agreement** - The agreement between Provider and You (**“Contract”**) with respect to the provision of Products and provision of Services described on the attached Quote shall consist of these Terms and Conditions, any Services Agreement, and the terms appearing on the attached Quote, Your issued purchase orders as accepted by Provider (each a **“PO”**), it being understood and agreed that any purchase order or similar document issued by You will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder, together with any additions or revisions of such terms mutually agreed to in writing by Provider and You. Provider shall not be bound by any additional or different terms, whether printed or otherwise, in Your purchase order or in any other communication from You to Provider unless specifically agreed to by Provider in writing. In the event of any conflict between these Terms and Conditions and any PO, these Terms and Conditions shall control. The Contract shall be for the benefit of Provider and You and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Provider, to the extent they modify, add to or detract from the Contract, shall not be binding on Provider. The rights and duties of the parties hereunder shall inure to the benefit of and be binding upon their respective successors and assigns. The failure to require strict compliance or performance of any one or more terms of this Contract on one or more occasions shall not be deemed a waiver of that or any other term or condition on that or any other occasion. Any waiver of a right or remedy under this Contract must be contained in a writing signed by the waiving party.

4.0 **Termination or Modification** - The Contract and any PO issued under this Contract may be modified or terminated only upon Provider’s written consent. If all or part of the Contract or PO is terminated, You, in the absence of contrary written agreement with Provider, shall pay to Provider for Product that on the date of Provider’s receipt of Your notice of termination: i) has been shipped to You, the price provided in the Quote for the Product, and ii) is still work-in-progress or competed but not shipped, a restocking fee of fifteen percent (15%) of the purchase price of the Product, and ii) is a custom order or not standard inventory of Provider, charges based upon expenses and costs incurred in the production of the Product to the date such notice of termination plus a reasonable profit. If You are in default hereunder or files bankruptcy, Provider may suspend shipments of Product without liability to You.

5.0 **Terms of Payment** - You shall pay Provider for Products: i) thirty percent (30%) of the total purchase price for the Products ordered within forty five (45) days after the date of Provider’s acceptance of Your order, and ii) seventy percent (70%) of the total purchase price of Products ordered net 45 days from date of shipment of such Products, unless otherwise provided in the Contract. The unpaid balance of any invoice shall bear interest at 1 1/2 % per months after such forty five (45) days, not to exceed the maximum rate or amount permitted by law. Pro rata payments shall become due as shipments are made. If Provider delays a shipment at request of You, payment therefor shall become due on the date when Provider is

prepared to make shipment thereof. Prices are FCA (Incoterms 2018) Provider's shipping point unless otherwise stated in the Contract. Regardless of any other terms hereof, risk of loss shall pass to You upon Provider's delivery of the Products to carrier. Provider may require full or partial payment in advance whenever in its opinion Your financial condition so warrants. Provider shall have security interests in all tools, molds, and dies and Your other property which come into the possession of Provider, as security for all sums owing from You to Provider from time to time.

6.0 Taxes - Sales, use, occupation, excise, and other taxes upon the production, sale or use of the Products, Provider Software or Services are not included in the price and such taxes or any costs in connection therewith, whenever levied and whether imposed before or after payment of invoice, shall be paid by You.

7.0 Delivery and Risk of Loss - All Product shall be shipped FCA (Incoterms 2018) from Provider's designated facility set forth in the Quote for the Product, freight collect, by a common carrier designated by You. Risk of loss and title shall pass at Provider's designated facility set forth in the Quote, which Provider may change upon written notice to You. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Provider of all information to be furnished by You and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Provider's reasonable control. Provider shall in good faith endeavor to meet estimated delivery dates. Provider may ship overages or underage to the extent of 10% of quantity ordered. Provider shall not be responsible for claims for error in quantity, weight or number not made within 30 days after Your receipt of Products. You assume all risk or loss of such Products upon delivery by Provider to carrier.

8.0 Limited Warranties

8.1 Provider warrants that the Products to be delivered hereunder will be of the kind designated and described by Provider on the attached Quote; and that under normal use for a period of ninety (90) days from the date that Provider ships the Product to You, such Product that is:

- i) hardware will free from significant defects of material and workmanship, and
- ii) Software will be capable of performing the functions described in Provider's corresponding documentation when used with or in the Product, and
- iii) tangible media on which Provider delivers Software (if any), will be free from defects in material and workmanship.

8.2 Provider may assign personnel to investigate, at no cost to You, any alleged breach of warranty or defect of the Product, and to diagnose and/or service the Product or its components. You shall provide Provider with access to the Product, in-person and onsite at Your premises and/or remotely, as requested by Provider. You shall cooperate with Provider (at no cost to Provider) in Provider's efforts to remedy any breach of the warranty set forth in Section 8.1 above.

8.3 Your sole remedy, and Provider's sole obligation, for any breach of Provider's warranties will be, at Provider's option, to either: A) provide You with a free solution for use as an interim fix until Provider provides You with a free replacement or update that corrects the problem; or B) with respect to Product that this Provider Software or Third Party Software, terminate the Contract in respect of the software, in which case Provider will provide a refund of any fees associated with the software paid by You to Provider pursuant to Provider's corresponding invoice. Provider is not responsible for media defects that result from accident or abuse. Your sole remedy for any breach of the media warranty will be to receive replacement media.

8.4 UNLESS OTHERWISE AGREED UPON IN WRITING BY SELLER, ANY AND ALL WARRANTIES SET FORTH IN THIS CONTRACT ARE GIVEN ONLY TO SELLER'S ORIGINAL PURCHASER AND DO NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF SELLER'S PRODUCTS. THE ORIGINAL PURCHASER IS NOT ENTITLED TO EXTEND OR TRANSFER ANY WARRANTIES SET FORTH IN THE CONTRACT TO ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

8.5 THIS WARRANTY IS IN LIEU OF AND SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AS TO MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCLUSION, IF THE PRODUCTS ARE MADE ACCORDING TO BUYER'S SPECIFICATIONS, SELLER DOES NOT WARRANT THE ADEQUACY OF SUCH SPECIFICATIONS OR THAT THE PRODUCTS WILL PERFORM IN ACCORDANCE WITH SUCH SPECIFICATIONS.

8.6 No person is authorized to give any other warranties on Provider's behalf or to assume any other liability for Provider. Any additional representation or warranty made by You shall be solely Your the responsibility. Provider's sole obligation under the foregoing warranties with respect to Products that are hardware will be limited to either, at Provider's option replacing or repairing defective Products or refunding the purchase price for such Products theretofore paid by You; and Your exclusive remedy for breach at any such warranties will be enforcement of such obligation of Provider.

8.8 The warranties provided under the Contract will not extend to Products subjected to misuses, neglect, accident or improper installation or maintenance or which have been altered or repaired by anyone other than Provider or its authorized representative, or to any Product modified or used in breach of Section 13 (Restrictions on Use). All warranties provided under the Contract shall expire and Provider shall not be liable on any claim for defective Products which is not made within the ninety (90) day warranty period set forth in Section 8.1 above.

8.7 Any Product components furnished by Provider but manufactured by others are warranted only to the extent of the original manufacturer's warranty to Provider and provided that such warranties are transferrable by Provider to You AND ARE OTHERWISE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. Use of parts, including but not limited to disposables, not manufactured or certified by Provider with the Products may result in damage to Products and shall void any and all warranties under these Terms and Conditions and under any Services Agreement. Provider may offer to diagnose and repair the Product or its components at Provider's then current maintenance restoration rates.

9.0 Remedies and Limitations of Liability - If You claim Provider has breached any of its obligations under the Contract, whether of warranty or otherwise, Provider may request the return of the Products and tender to You the purchase price theretofore paid by You, and, in such event, Provider shall have no further obligation under the Contract except to refund such purchase price upon Your return and delivery to Provider of the Products. No Products may be returned by or for You without Provider's written request or consent. If Provider requests the return of the Products, the Products will be returned or delivered to Provider at Provider's expense by lowest cost mode of transportation unless otherwise authorized in writing by Provider. The remedies contained in this and the preceding Section 8 (Limited Warranty) shall constitute the Your sole remedy under the Contract, whether of warranty or otherwise. In no event shall Provider be liable for consequential damages. Provider's liability for any claim for damages arising out of or connected with the Contract or the manufacture, provision, sale, delivery or use of the Products shall not exceed the price paid by You for the Products. Provider shall not be liable for failure to perform its

obligations under the Contract resulting directly or indirectly from circumstance beyond Provider's reasonable control. Provider shall not be responsible for the compliance of any item produced by You using the Products with any federal, state, or local safety regulations or environmental standards, or any similar laws or regulations world-wide.

10.0 Your Warranty and Indemnity

10.1 You represent and warrant that You, and all persons that use Product delivered to You, shall at all times use the Product and all items produced using the Product in accordance with all federal, state, and local safety and health regulations and environmental standards, and all similar laws and regulations world-wide.

10.2 You understand that the Products, including but not limited to all software and materials, are not intended or authorized by Provider for use in any medical application involving any implantation in the human body, including but not limited to any such implantation lasting longer than 29 days, and agree not to use any of Provider's Products for any such application. You certify that You will not use, sell, or knowingly support the use by others of Products in the design, development, production or use of Products in any medical application without Provider's prior written consent. Provider reserves the right, and You hereby consent, to Provider's immediate repossession of any and all Products in Your possession in the event of any breach of this Section 10.2.

10.3 You understand that the Products, including but not limited to all software and materials, are not intended or authorized by Provider for use in the production of any weapons, and agree not to use any of Provider's Products for any such application without Provider's prior written consent. You certify that You will not use, sell, or knowingly support the use by others of Products in the design, development, production or use of any weapon, including but not limited to any firearms, nuclear, chemical or biological weapons, land mines or other explosive devices, ballistic missiles, or for any other application into which, to Your knowledge, Provider has previously stated it will not support or for which Provider has otherwise declined to sell Products. Provider reserves the right, and You hereby consent, to Provider's immediate repossession of any and all Products in Your possession in the event of any breach of this Section 10.3.

10.4 You assume all liability for damages that may arise from its transport, handling, use, storage or disposal of Product delivered to You pursuant to this Contract and all items produced by You using the Product. Provider will not be liable to You for any loss, claim or demand made by You, or made against You by any other party, due to or arising from the transport, handling, use, storage or disposal of the Product delivered to You pursuant to this Contract and any items produced by You using the Product. You shall defend, indemnify and hold harmless Provider, its directors, agents, employees and assigns against and from any and all claims, suits, liabilities, damages, losses, costs and expenses (including without limitation all reasonable costs of investigation and attorney and paralegal fees) alleging bodily injury or property damage or infringement or misappropriation of a third party's information or intellectual property rights arising out of, caused by or resulting from the use or transfer by or for You or Your customer or any end user's use or transfer of the Product and/or any and all items produced by You or an end user using the Product. Provider will give notice to You of any claim or suit that may give rise to the foregoing obligations and You shall immediately assume and direct the investigation and defense of any such claim or suit, and Provider will cooperate, at Your expense, with You in connection therewith. Without Provider's prior written consent, You shall not settle any such claim or suit in any manner that admits any liability of Provider or any fault related to any of the Product or any item produced by You or an end user using the Product, or results in the payment of any amounts by Provider.

10.5 Because unauthorized use of the Products could cause irreparable harm and significant injury which may be difficult to ascertain and for which there may be no adequate remedy at law, You agree that Provider shall have the right to enforce this Section 10 by injunction or other equitable relief in any court of competent jurisdiction, without the necessity of proving actual damages or posting any bond, in addition to any other rights and remedies Provider may have for Your breach of this Contract. **YOU AGREE THAT YOUR SOLE REMEDY FOR PROVIDER'S REPOSSESSION OF ANY PRODUCT UNDER THIS SECTION 10 SHALL BE FOR YOU TO RETURN THE 3D PRINTER WITHIN THE RETURN PERIOD TO ESSENTIUM OR AUTHORIZED DISTRIBUTOR WHERE YOU OBTAINED IT FOR A REFUND, SUBJECT TO ESSENTIUM'S RETURN POLICY FOUND.** You agree not to sue, nor to assist any third party in suing, Provider or any of its contractors and representatives for damages arising out of or connected to loss or damage to data or interruption of business related to repossession of any Product.

11.0 Third Party Patents - In the event that any Products manufactured by Provider are in any suit held to constitute infringement and their use is enjoined, Provider if unable within a reasonable time to secure for You the right to continue using such Products, either by suspension of the injunction, by securing for You a license, or otherwise, shall, at its own expense, either modify or replace such Products with non-infringing Products, or refund the purchase price theretofore paid therefore, in which case You shall return the enjoined Products to Provider or its designee. Except as in this paragraph provided, Provider makes no warranty that the Products will be delivered free of the rightful claim of any third person by way of infringement or the like. The foregoing obligation of Provider shall not apply to any infringement consisting of the use of Products manufactured by Provider as a part of any combination with Products manufactured by others.

12.0 Software

12.1 License. Provider hereby grants to You and You hereby accept a non-exclusive, nontransferable (except as provided in Section 13.8 below), revocable, and limited license to use the Provider Software for Your own internal purposes and solely in conjunction with the use of Product provided to You by Provider to which the Provider Software relates ("**Product Software License**"). You acknowledge that the Software may also be subject to additional terms and conditions set forth in executable or electronic license agreements, which shall control and govern all such licensed Provider Software use to the extent necessary to resolve any conflict with these Terms and Conditions. Subject to the terms of such license agreements, all rights not expressly granted herein are reserved and all other uses of the Software are subject to these Terms and Conditions as well as the payment of any applicable Software license fees, including fees for specific Software functionalities, as identified by Provider in writing.

12.2 Notwithstanding any other provision of the Contract, no Provider Software is being sold to or purchase by the You and any use of the words "sale" or "purchase" or a similar term in connection with the Software shall refer only to the grant by Provider of the Product Software License.

12.3 Unless expressly provided otherwise, any and all Third Party Software provided to You by Provider in connection with the Products is provided to You solely for Your use in association with the Products, and is made subject to any additional terms or conditions of the third party software provider ("**Third Party Software Agreement**"), which shall control and govern to the extent necessary to resolve any conflict with these Terms and Conditions. You agree not to use Third Party Software for any use: i) other than in accordance with these Terms and Conditions, or ii) in breach of any additional terms or conditions of any Third Party Software Agreement.

13.0 Restrictions on Use - You shall not, directly or indirectly, nor assist or permit any third party to:

13.1 modify, enhance, adapt, translate, make improvements to, create derivative works based upon, disassemble, decompile, reverse engineer, reduce to any human or machine perceivable form, or circumvent any technological measure that controls access to or permits derivation of the source code of, the Provider Software or any part thereof;

13.2 without the prior written consent of Provider (or as expressly stated in documentation provided to You by Provider for the Product), modify, enhance, adapt, translate, make improvements to or reverse engineer the Products, any part thereof, or any composition used with or made using the Products;

13.3 rent, lease, sell, transfer, assign, or sublicense the rights granted hereunder, except in connection with the rental, lease, sale or transfer of the entire System with the prior written consent of Provider;

13.4 copy any part of the Provider Software except for one (1) complete copy thereof for archival and/or back-up purposes, or as otherwise expressly authorized by Provider in writing;

13.5 change, distort, or delete any patent, copyright or other proprietary notices which appear in writing on or in a Product (or in any copies of Provider Software);

13.6 make or permit use of any trademark, trade name, service mark or other commercial symbol of Provider without its prior written consent;

13.7 operate or make use of the Products in any way that violates any applicable laws or regulations or Section 10 (Your Warranty and Indemnity) above; and/or

13.8 take or permit any other action which could impair Provider' rights or damage the image or reputation of quality inherent in the Products, Provider' business, reputation, Intellectual Property (defined below) or other valuable assets or rights.

If You rent, lease, sell or otherwise transfer the Products to a third party, You shall require such third party to be bound by Sections 10.0 (Your Warranty and Indemnity), 12.0 (Software), 13.0 (Restrictions on Use), 14 (Intellectual Property Rights), 15.0 (Confidentiality), and 17.0 (Remote Access) hereof as a condition of such rental, lease, sale or other transfer.

14.0 Intellectual Property Rights

14.1 You acknowledge that Provider shall retain and is the sole owner of all Intellectual Property and trade secrets that relate to the Products and Provider Software and their use. No right or license in Intellectual Property is granted to You by implication, estoppel or otherwise, unless, and only to the extent, expressly set forth herein or in other written documentation provided by Provider. Except as required by law or as expressly set forth in other written documentation provided by Provider, the Product Software License shall apply only upon purchase of the Product from Provider or its approved reseller and only for use of the specific Product so purchased.

14.2 You agree to and do hereby grant to Provider a fully paid-up, royalty-free, worldwide, non-exclusive, irrevocable, transferable right and license in, under, and to any patents and copyrights enforceable in any country, issued to, obtained by, developed by or acquired by You that are directed to 3D printing equipment, the use or functionality of 3D printing equipment, and/or compositions used or created during the functioning of 3D printing equipment (including but not limited to any combination of resins or other materials) that is developed using the Products and that incorporates, is derived from and/or improves upon the Intellectual Property and/or trade secrets of Provider. Such license shall also extend to Provider's customers, licensors and other authorized users of Provider products in connection with their use of Provider products.

15.0 Confidentiality - You shall hold in strictest confidence all confidential or proprietary information (including, without limitation, technology, software, ideas, know-how, processes, specifications, technical data, configurations, algorithms and trade secrets) which is disclosed by Provider (collectively, "**Confidential Information**"), and shall not use any Confidential Information for any purpose outside the use of Products provided by Provider to You, and shall not disclose the Confidential Information to any third party, except to those employees of You who are bound by written restrictions at least as protective of Provider's Confidential Information as those provided herein, and who need to know and must be given access to the Confidential Information solely to enable You to use the Products in accordance with these Terms and Conditions. Upon execution of a non-disclosure agreement satisfactory to Provider, Confidential Information may also be disclosed to Your consultants who have been retained to perform services in connection with the Products, provided that You shall remain liable for any breach of such agreement, or damage or loss incurred as a result of such breach, by any such consultants.

16.0 Customer Testimonial Activities- Customer agrees to provide to Provider information about Customer's experiences with the Product(s), Service(s), and/or Material(s) for Provider's use in Customer reference and/or marketing materials, and other activities highlighting Customer's use of the Product(s), Service(s), and/or Material(s). Provider will send an e-mail to Customer explaining the steps that Provider will use to gather information about Customer's experiences with the Product(s), Service(s), and/or Material(s), and describing the development and review process for Provider's Customer reference and/or marketing materials.

16.1 Customer agrees to provide, at their discretion and in a form acceptable to Customer, at least one use case that Provider shall have the ability to share via marketing materials.

16.2 Any individual in Customer's organization whose voice, testimonial, and/or image is used in Provider's Customer reference and/or marketing materials will be required to sign the Provider's Depiction Release, which will be provided by Provider, and, prior to any distribution or publication, Customer may review and make changes to the form of Provider's Depiction Release to ensure compliance with Customer's marketing and brand guidelines. Provider will request Customer's approval of the final content for Customer reference and/or marketing materials and will only use content that is approved for use by Customer.

17.0 Services - Services are offered and provided by Provider at all times subject to, and in accordance with, these Terms and Conditions. Notwithstanding the foregoing, certain Services, including support and maintenance services, may be offered under, and made subject to, additional terms or conditions for services ("**Services Agreement**"), which shall control and govern to the extent necessary to resolve any conflict with these Terms and Conditions. Any suggestions Provider makes about possible articles, designs or uses of Provider's products or services do not give You a license under any patent covering such articles, designs or uses, nor are they a recommendation for use of such products, articles or designs which may infringe any patent.

18.0 Remote Access. Provider shall have the right, at no charge to Provider, to remotely access the Product provided to You under this Contract (and if requested by Provider, You will provide Provider with sufficient and safe remote access) for the purpose of accessing data related to the use and performance of the Product, such data to be used by Provider only in connection with Provider's products and services and in accordance with its customer data policy, a copy of which is attached to these Terms and Conditions as Exhibit A, which Provider may from time to time update and provide to You and/or that You may access

on Provider's website at <https://essentium3d.com/pages/privacy-policy>. Provider is not responsible for any delay in performing or failure to perform caused by Your delay in providing such access or performing Your other responsibilities under this Contract. Provider and its licensors reserve the right to change, suspend, remove, or disable access to any Product and/or Services at any time without notice. In no event will Provider be liable for the removal of or disabling of access to any such Products and/or Services. Provider may also impose limits on the use of or access to certain Services and/or Products, in any case and without notice or liability.

- 19.0 Electronic Commerce. You may not share any password, access code or similar credential which may be issued to it by Provider, and Provider reserves the right to suspend or revoke any such credential. You are solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Provider via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for Your sole use for purposes of facilitating individual transactions involving Provider's provision of its products. You shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against Provider for any other purpose. Provider may issue electronic invoices for any purchases of products made using the Internet, e-mail or any other computer-based electronic communications method, and You shall honor such invoice as if it had been delivered in writing.
- 20.0 Governing Law - The formation and performance of the Contract shall be governed by the Uniform Commercial Code as adopted in the State of Texas, without reference to its conflict of laws principles, and with respect to the intellectual property matters contained herein, in accordance with the federal patent statute and other intellectual property laws of the United States, except that questions affecting the construction and effect of any patent claim shall be determined by the law of the country in which the patent shall have been granted. Any action for breach of this Contract, including any breach of warranty, must be commenced within one (1) year after the cause of action as accrued. Any action for breach of the Contract, including any breach of warranty, must be commenced within one (1) year after the cause of action as accrued. The parties hereby exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods. The parties submit to personal jurisdiction and exclusive venue in the courts of the State of Texas.

Exhibit A

[Attach customer data policy]