

# 3D SYSTEMS CORPORATION

## MAINTENANCE AGREEMENT TERMS AND CONDITIONS

*Effective April 27, 2009*

*These Standard Terms and Conditions apply to any proposal and agreement and/or related purchase order for a maintenance agreement (these terms and conditions, together with the related proposal and agreement and/or purchase order shall constitute the "Agreement") relating to equipment ("Equipment") sold or leased by 3D Systems Corporation or any of its affiliates worldwide ("3D Systems") to a customer ("Customer").*

1. **GENERAL PROVISION** – Upon execution of an effective Agreement by an authorized representative of Customer and 3D Systems, 3D Systems or an approved third party will provide services for the Equipment specified in the Agreement. No additions or modifications of the Agreement shall be valid unless in writing and signed by an authorized representative of 3D Systems and Customer.

2. **SERVICES** – 3D Systems agrees, for the term of the Agreement, to provide:

**PHONE SERVICE** - 3D Systems will provide a toll free phone number for Customer support calls with telephone coverage from 8:00 a.m. to 5:00 p.m. local time, during normal business days.

**PROVISION OF MAINTENANCE** - 3D Systems will use its reasonable efforts to return any message from a Customer left with the phone service within four (4) working hours from the time such message was left. All on-site service will be centrally dispatched and responded to within the time specified by contract type. Hours of operation for service are 8:00 a.m. to 5:00 p.m. local time. Remedial maintenance service begun during normal hours of operation may extend up to two (2) hours beyond such period at no additional charge. If however, the remedial maintenance service is provided beyond this two (2) hour period, 3D Systems will charge the then current hourly rate for all services beyond 7:00 p.m. local time. CUSTOMER ACKNOWLEDGES THAT IN PERFORMING MAINTENANCE SERVICES 3D SYSTEMS MAY USE, WITHOUT SPECIFIC IDENTIFICATION, COMPONENTS, PARTS OR MATERIALS THAT CONSIST OF OR INCLUDE RECYCLED CONTENT, INCLUDING COMPONENTS, PARTS OR MATERIALS THAT ARE USED OR RECONDITIONED TO LIKE-NEW PERFORMANCE AND FUNCTIONALITY.

**UNSCHEDULED EXTENDED MAINTENANCE SERVICE** – Customer may request remedial maintenance service beyond the terms of the Agreement and on Saturdays, Sundays and 3D Systems' holidays on a prescheduled basis in accordance with 3D Systems' then current applicable hourly labor rates for services on such days.

3. **TERM** – The initial term of the Agreement shall be for a period of one (1) year from the date service is to commence as identified in the Agreement or as otherwise specified in the Agreement. 3D Systems will use its reasonable efforts to notify the Customer at least sixty (60) days in advance of the expiration of the Agreement with a written proposal for the next subsequent one (1) year term. If 3D Systems does not provide such notice or Customer does not issue a purchase order accepted by 3D Systems renewing the Agreement prior to the expiration of the current term at 3D Systems' then current rate for maintenance services, Customer will be subject to the following additional fees, which shall be due and payable simultaneously with the amount due for the renewal of the Agreement:

1. A *re-activation fee* in an amount equal to the greater of (i) 1/12 of the total maintenance rate for all services under the Agreement and (ii) \$500.00 for any purchase order received by 3D Systems following the date that is ninety (90) days after the expiration date of the current term of the Agreement, but prior to the date that is one hundred and eighty (180) days following such expiration; or
2. A *re-certification fee* in an amount of \$3,500.00 for any purchase order received by 3D Systems following the date that is one hundred and eighty (180) days after the expiration date of the current term of the Agreement.

4. **PAYMENT AND TAXES** – Charges set forth in the Agreement plus any taxes the Customer shall be obligated to pay will be invoiced as agreed to between the parties either (i) on a monthly basis, in advance on the first of each month with payment due within fifteen (15) days after the first of each such month, (ii) on an annual basis, in advance, for the full one (1) year renewal period with payment due within thirty (30) days after the first day of the renewal period or (iii) as otherwise stipulated in the Agreement. Depending on the Customer's location, certain expenses including, but not limited to, travel may be charged separately from any annual maintenance fee on a time and materials basis as identified in the Agreement. If payment is not made on or before the due date, the Customer will be liable to 3D Systems for interest on the unpaid amount at the lesser of 1-1/2% per month or the highest legal interest rate on the unpaid balance commencing on the payment due date and ending on the date payment is received by 3D Systems.

5. **CANCELLATION** – Customer bears all responsibility of ensuring effective cancellation of the Customer's account. This responsibility includes providing effective and verifiable notification to 3D Systems of Customer's desire to cancel an account. 3D Systems must receive a 90-day prior written notice of the Customer's intent to cancel this contract. If Customer has a balance due at the time of the cancellation for service performed prior to the cancellation date, this balance must be paid in full. In addition, the Customer will be liable for a cancellation fee in an amount equal to the lesser of (i) an amount equal to the applicable maintenance charges for a period of 90 days and (ii) the outstanding balance on the contract. 3D Systems will act immediately upon receipt of notification to implement Customer's cancellation notice, provided the terms of this cancellation policy have been followed. 3D Systems reserves the right, in its sole discretion, to suspend or cancel the Customer's account(s) (i) for any reason upon thirty (30) days prior written notice to the Customer and the refund, if applicable, of any amount paid by the Customer for the remaining portion of the current Term after the termination date, or (ii) without further warning upon any the occurrence of any delinquent payments, or if the terms and conditions outlined herein are violated.

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6. **EXCLUDED SERVICES** – The maintenance service to be provided by 3D Systems under the Agreement shall not include the following unless specifically stated therein:

### EQUIPMENT –

- Any parts that are “Consumables” including, but not limited to, print heads, planarizer wiper blades, HMS squeegees, UV bulbs, carbon filters, o-rings, belts, springs and any other wear items that are subject to failure as a result of normal wear and tear.
- Any lasers or imagers unless otherwise provided for in the Agreement.
- Any Force Majeure event (as described in Section 9 below) that damages the Equipment.
- Electrical work external to the Equipment.
- Maintenance of accessories, attachments, machines, features or devices other than the Equipment.
- Supplies, accessories or any aesthetic-only parts or services that do not affect machine performance such as painting or refinishing of the Equipment, windows or dents in sheet metal.
- Repair of damage resulting from (1) accident, transportation, neglect or misuse by Customer, (2) causes external to the Equipment such as, but not limited to failure or fluctuation of electrical power, air conditioning, or humidity control or (3) any cause other than ordinary use including the use of non-integrated, non-approved or non-licensed Materials in the Equipment. With respect to any such repairs, 3D Systems may submit a description of the work which is necessary to restore the Equipment to proper working order and the related charges to do that work and Customer may then decide to engage 3D Systems to perform the work on a time and materials basis or to engage a third party, in which case, unless otherwise agreed by 3D Systems, 3D Systems shall have no warranty or other liability with regard to any work performed.
- Service which 3D Systems deems to be technically impractical for its representatives to render because of alterations made to the Equipment either without the express written consent of 3D Systems or by any other person not authorized by 3D Systems to perform the work.
- Relocation of equipment for any reason.

7. **LIMITATION OF LIABILITY** – 3D Systems will not be responsible to Customer for consequential, exemplary, punitive or incidental damages (including without limitation loss of profit or employee’s time) regardless of the reason. In no event shall the liability and/or obligations of 3D Systems under the Agreement or arising out of use of the Equipment by Customer or others exceed the price previously paid for maintenance by the Customer during the then current term as set forth in the Agreement.
8. **MISCELLANEOUS** – If the Equipment covered by the Agreement is not newly installed or was not under a 3D Systems’ maintenance agreement or warranty immediately prior to the commencement date of maintenance under the Agreement, it will be subject to inspection by 3D Systems to determine if it complies with 3D Systems’ minimum acceptable maintenance standards. 3D Systems will notify Customer of any repairs or adjustments deemed necessary to bring the Equipment up to such standard. Upon Customer authorization, any such repairs or adjustments will be made by 3D Systems at Customer’s expense prior to the commencement of maintenance service. Customer will be obligated to pay a recertification fee pursuant to Section 3 above along with the then current 3D Systems’ time and material rates for the effort necessary to bring the Equipment up to 3D Systems’ maintenance standards.

The Agreement shall be binding upon and inure to the benefit of the parties and of their subsidiaries and their respective successors. In the event Customer assigns the Agreement or any portion thereof to a Subsidiary or affiliate, Customer shall guarantee payment of all monies due to 3D Systems under the Agreement. The Agreement cannot be assigned by Customer to any unaffiliated party without the prior written consent of 3D Systems.

In order to perform services hereunder, Customer shall provide 3D Systems with full access to the Equipment, and provide at no charge for 3D Systems’ use, all facilities such as working space, electricity and local telephone.

ALL EXCHANGED COMPONENTS, PARTS AND MATERIALS SHALL UPON THEIR REMOVAL FROM THE EQUIPMENT BECOME THE PROPERTY OF 3D SYSTEMS.

9. **FORCE MAJEURE** – Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, hurricanes, earthquakes, embargoes, inability to secure materials or transportation, and acts of God, nature or governmental authorities.
10. **NO WARRANTIES** – There are no express or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose respecting the Agreement or the services or any component or part furnished pursuant to the Agreement.
11. **SEVERABILITY** – If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect.
12. **DISPUTE RESOLUTION** – Customer and 3D Systems shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to the 3D Systems corporate headquarters.
13. **OTHER** –
- A. The Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws provisions thereof.
  - B. Both 3D Systems and Customer will comply with all laws applicable to the Agreement.
  - C. All notices given under the Agreement will be effective when received in writing. Notices to the Customer and 3D Systems will be sent to the address provided in the Agreement.
14. **COMPLETE AGREEMENT** – Customer acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer represents and agrees that the Agreement sets forth the complete and exclusive statement of the agreement including the governing terms and conditions between the parties as it relates to the maintenance of the subject Equipment, which shall prevail

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over and supersede all proposals, printed provisions on subordinate Customer documents including purchase orders, oral or written agreements, the Customer's general and conditions and all other communications between the parties relating to the subject matter of the Agreement.