



3D SYSTEMS, INC.
STANDARD SOFTWARE TERMS AND CONDITIONS

3D SYSTEMS

Effective June 7, 2021

These Standard Terms and Conditions apply to any proposal and agreement and/or purchase order relating to the licensing of software ("Software") or the provision of maintenance relating to the Software ("Software Maintenance") from 3D Systems, Inc. ("3D Systems") by a customer ("Customer"). These terms and conditions, together with the related proposal and agreement and/or purchase order for the Software license and/or for Software Maintenance ("Agreement") shall constitute the entire agreement between the parties.

- 1. GENERAL PROVISIONS** – The Agreement governs the sale to Customer of a license to 3D Systems' Software listed on the face of the Agreement and Software Maintenance for a period of time specified in Section 9 below or in the Agreement. Customer has selected the Software and/or Software Maintenance based only on their specifications. No additions or modifications of the Agreement shall be valid unless in writing and signed by 3D Systems and Customer. After Customer signs the Agreement (or any amendment thereto), the Agreement will become a binding contract when and if it is executed by an officer or other authorized designee of 3D Systems.
- 2. SOFTWARE LICENSE** – Customer acknowledges and agrees that the Software shall be licensed to Customer pursuant to terms and conditions contained in an end user license agreement ("EULA") appearing on a computer screen during installation of the Software (commonly referred to as a "click-through" license). Customer and 3D Systems agree that the terms and conditions of any click-through license contained in the Software are hereby incorporated by reference into the Agreement as if fully set forth herein. Customer agrees to be bound by the terms and conditions in any click-through license contained in the Software, regardless of whether the Software generating such click-through license is installed by Customer's employee or by 3D Systems or an independent contractor installing the Software for Customer's use. 3D Systems will provide a copy of such click through license to Customer upon request. Warranty terms regarding the Software are contained in the click-through license contained in the Software. Terms and conditions listed in the EULA supersede these terms and conditions.
- 3. SERVICES** – Technical Support is provided via telephone, email and web portal. Support will be delivered by a member of 3D Systems' technical support team during the regional hours of operation listed below. Software Maintenance, if purchased by Customer in the Agreement, is provided on the following schedule:

PHONE SERVICE - 3D Systems will provide a phone number for Customer support calls with telephone coverage from 9:00 a.m. to 5:00 p.m. local time, during normal business days (except 3D Systems holidays).

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) business hours from the time such message was left.

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.

RESTRICTIONS - Support is delivered in localized languages only where available and can be determined by contacting Customer's local 3D Systems office.

- 4. SOFTWARE UPDATES** – Customers who purchase Software Maintenance will receive updates to the Software, if and as the updates become available during the term of the Software Maintenance under the Agreement, at no additional charge. 3D Systems has no obligation to provide support for any versions of the Software other than the current version. 3D Systems has no obligation to provide support for technology previews, beta software, or free utilities provided by 3D Systems.
- 5. DEFECT RESOLUTION** - Should 3D Systems in its sole judgment determine that there is a defect in the Software, it will, at its sole option, repair that defect in the version of the Software that you are currently using or instruct you to install a newer version of the Software with that defect repaired. 3D Systems reserves the right to provide you with a workaround in lieu of fixing a defect. Should you report a purported defect in the Software to 3D Systems, 3D Systems may ask you to provide the following information: (i) a general description of the operating environment, (ii) a list of all hardware components, operating systems and networks, (iii) a reproducible test case, and (iv) any log files, trace and systems files. Your failure to provide this information may prevent 3D Systems from identifying and fixing that purported defect.
- 6. EXCLUSIONS** - 3D Systems will have no obligation of any kind to provide Technical Support for problems caused by or arising out of any of the following: (i) modifications to the Software not made by 3D Systems; (ii) use of the Software other than as authorized in the Agreement or as provided in the documentation for the Software; (iii) your negligence or fault; (iv) external or internal programming or scripts; (iv) third-party products not expressly supported by 3D Systems; or (v) conflicts related to replacing or installing hardware, drivers, and software that has not been 3D Systems certified.
- 7. DISCLAIMER OF STATUTORY WARRANTIES** – WITH RESPECT TO SOFTWARE AND SOFTWARE MAINTENANCE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSES, EACH OF WHICH IS HEREBY DISCLAIMED.
- 8. LIMITATION OF LIABILITY** – 3D Systems will not be responsible to Customer for consequential, exemplary, special, or incidental damages (such as 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 exceed the price previously paid for Software or Software Maintenance by Customer during the then current term as set forth in the Agreement. 3D Systems shall not be obligated to recreate or restore Customer's data under any circumstances. Limitations of liability regarding the Software are contained in the click-through license contained in the Software.

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9. **MAINTENANCE TERM** – With respect to Software Maintenance provided under the Agreement, the Software Maintenance period starts upon the date specified in the Agreement. The Software Maintenance will automatically renew for additional one (1) year periods under the same terms and conditions unless one party terminates the Software Maintenance by providing the other party at least ninety (90) days' written notice, mailed by registered mail, prior to the end of the then current Software Maintenance period.
10. **TITLE, RISK OF LOSS AND DELIVERY** – If conditions arise which prevent compliance with delivery schedules, 3D Systems will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However, 3D Systems will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation. Delivery occurs Ex Works on the actual shipping date, and title and the risk of loss transfer to Customer upon shipment.
11. **PAYMENT** – Unless otherwise stated in the Agreement, payment terms shall be: Customer shall pay all amounts due within thirty (30) days. On overdue accounts, Customer shall pay interest at the rate of 1 1/2% per month (or the highest legal interest rate, if lower). The Customer shall provide 3D Systems with a copy of tax exemption certificate, direct pay certificate or resale certificate for the "Ship to" location if exemption from sales or use taxes is claimed. 3D Systems reserves the right to revoke the license to the Software and/or discontinue Software Maintenance for Customer's failure to make timely payment.
12. **PATENTS** – If anyone claims the Software infringes their U.S., European Union or Japanese patent, copyright, trade secret or other proprietary right, 3D Systems will indemnify and hold Customer harmless from any damages, judgments or settlements (including costs and reasonable attorney's fees) resulting from the claim if Customer promptly notifies 3D Systems in writing of the claim and permits 3D Systems to elect to take over the defense of the action. If 3D Systems takes over the defense, it may select the counsel and have the sole right to defend or settle the matter. 3D Systems may substitute comparable non-infringing Software, or modify the Software (which still must meet the specification) to make it non-infringing, or obtain a right for the Customer to continue using the Software (all at 3D Systems' expense), or, if the above are impractical and its continued use is enjoined, buy the Software back from the Customer for the original purchase price less a reasonable rental value for its use. This indemnification does not apply to claims resulting from non-3D Systems modifications to the Software, use of unlicensed third party content, or use with other devices or software added by the Customer.
13. **EXPORT COMPLIANCE** – Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any Equipment or Software except in full compliance with all U.S., EU and other applicable export control laws and regulations. These obligations shall survive the termination of the Agreement. Further, Customer agrees the items, technology/technical data and/or services will not be used for any purposes, to include design, production, assembly, testing, operation, integration, installation, inspection, maintenance, repair, overhaul, or refurbishment, related to a military or defense application or military End-Use or by a military End-User in the People's Republic of China, Venezuela, Burma (Myanmar), Russia or any other country, state or province named in US Regulation 744.21 Supplement 2. The product(s), software, and/or technology acquired from 3D Systems will not be re-exported, sold or otherwise re-sold or transferred to a destination subject to UN, EU or OSCE embargo where that act would be in breach of the terms of that embargo sold, or transferred in violation of Council Regulation (EC) No 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items. Customer will not sell, transfer, export, or re-export any items received from 3D Systems for use in activities that involve nuclear explosive activities, unsafeguarded nuclear activities, nuclear fuel cycle or nuclear propulsion activities, or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, missiles, rocket systems or unmanned aerial vehicles (UAV).
14. **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 emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.
15. **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. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.
16. **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 ("AAA") 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.
17. **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.
 - D. Changes to the Agreement must be in writing and must be signed by both parties.
18. **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 and the click-through licenses contained in the Software set forth the complete and exclusive statement of the agreement including the governing terms and conditions between the parties, which shall prevail over and supersede all proposals, printed provisions on subordinate Customer documents including purchase orders, oral or written agreements, the Customer's general terms and conditions and all other communications between the parties relating to the subject matter of the Agreement.