

3D SYSTEMS, INC.

END USER SOFTWARE LICENSE AGREEMENT

THANK YOU FOR PURCHASING SOFTWARE AND/OR A 3D PRINTING SYSTEM FROM 3D SYSTEMS.

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY, AS IT CREATES A LEGALLY BINDING AGREEMENT BETWEEN 3D SYSTEMS, INC., A CALIFORNIA CORPORATION HAVING A PRINCIPAL PLACE OF BUSINESS AT 333 THREE D SYSTEMS CIRCLE, ROCK HILL, SOUTH CAROLINA 29730 ("3D SYSTEMS"), AND THE OWNER ("LICENSEE") OF THE SOFTWARE (DEFINED BELOW) AND/OR THE 3D PRINTER (DEFINED BELOW).

BY CLICKING AN "I AGREE" BUTTON BELOW, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED BY THE LICENSEE TO (A) ENTER INTO THIS END USER LICENSE AGREEMENT AND (B) ACCEPT THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ON BEHALF OF THE LICENSEE.

IF YOU DO NOT HAVE AUTHORITY FROM THE LICENSEE TO ENTER INTO THIS AGREEMENT AND BIND THE LICENSEE TO THE TERMS OF THIS AGREEMENT, OR IF THE LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT SET FORTH BELOW, THEN CLICK ON THE "I DISAGREE" BUTTON BELOW. IF YOU CLICK ON THE "I DISAGREE" BUTTON, THEN THE LICENSEE WILL NOT BE ALLOWED TO ACCESS OR USE THE SOFTWARE.

YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE AND COPYING. THIS TECHNOLOGY MAY CAUSE YOUR DEVICE TO AUTOMATICALLY CONNECT TO THE INTERNET, MAY RELY ON LICENSE KEYS, AND MAY PREVENT USES OF THE SOFTWARE THAT ARE NOT PERMITTED. USE AND ACTIVATION OF THE SOFTWARE OPERATES AS YOUR CONSENT TO TRANSMIT CERTAIN DEVICE AND/OR USER INFORMATION TO 3D SYSTEMS AND TO THE USE OF LICENSE KEYS.

LICENSE TERMS AND CONDITIONS

1. **DEFINITIONS.** For purposes of this Agreement:
 - (a) "3D Printer" shall mean the 3D printing system sold by 3D Systems on or with which the Software is first installed or may be used.
 - (b) "Business Partner" means a third party organization under a separately executed and written agreement with 3D Systems whereby 3D Systems has authorized such third party to promote, market, or support the Software or offer related services. By default, a Business Partner will receive licenses restricted to Business Partner Use.
 - (c) "Business Partner Use" means use of the Software by a Business Partner to provide sales, support, and implementation services to Users and potential Users of the Software for so long as 3D Systems determines that the Business Partner is actively partnered with 3D Systems. Licenses granted for Business Partner Use may be used, for example, for the sales and marketing of software licenses to third parties or to provide "for profit" training classes delivered by the Business Partner. Licenses granted for Business Partner Use may not be used to provide fee-generating design or consulting services through use of the Software.
 - (d) "Commercial Use" means use of the Software and/or a 3D Printer by a User in support of any fee-generating, for-profit, or other commercial activities. By default, purchasers of a Software license and/or a 3D Printer will receive licenses for Commercial Use.
 - (e) "Country" means the country in which Licensee acquired the right to use the Software from 3D Systems or a Business Partner. If Licensee acquired the software from 3D Systems or a Business Partner for use in a Country within the European Union ("EU") or European Free Trade Association ("EFTA"), then for purposes of this definition, Country means any country within the EU or EFTA as applicable.
 - (f) "Device" means a single physical or virtual personal computer, workstation, hand-held device, server, or other electronic device owned or leased by Licensee which may be used only by a User and which accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions. Each virtual computing environment Licensee implements counts as a separate Device. For avoidance of doubt, Devices do not include the 3D Printer.
 - (g) "Documentation" means user manuals and other documents made available by 3D Systems or a Business Partner to its licensees of the Software that describe operation of the Software, whether in printed or electronic form.
 - (h) "Dongle" means a piece of hardware provided to Licensee by 3D Systems or a Business Partner which attaches to a Device and works with a License Key to allow a Device to use the Software under a Dongle License.
 - (i) "Dongle License" is a license type authorizing installation of the Software on one or more Devices within Licensee's Network for use by a User solely on a Device where a Dongle has been physically attached.
 - (j) "Educational Use" means use of the Software for classroom instruction as part of a degree-seeking curriculum or research by staff at an educational institution and not for Commercial Use.

- (k) “Effective Date” means the earliest date on which the “I Agree” button below is selected. In the event that the Software is downloaded or installed multiple times on a Device or the 3D Printer, as may occur in the event of a re-installation or upgrade, and thus the “I Agree” button is selected multiple times by the same Licensee, the Effective Date shall be the first date on which the “I Agree” button is selected.
- (l) “Install” whether or not capitalized means to place a copy of the Software onto a hard disk or any other storage medium or service through any means.
- (m) “License” means the license granted in Section 2(a) of this Agreement.
- (n) “License Key” means the license activation key generated by 3D Systems and provided to Licensee only by 3D Systems or a Business Partner which identifies: (a) the Software licensed to Licensee; (b) the Permitted Number of Devices and/or Users it may be used on or by; (c) the License Term; (d) the License Type; (e) the Usage Type; and (f) activation codes that Licensee must input on a Device to initialize use of the Software.
- (o) “License Term” means the length of time 3D Systems has granted for an applicable license as set forth in the Documentation or the period for which Licensee has paid, whichever is shorter. The License Term begins upon the purchase of the Software or the 3D Printer. For licenses granted for Commercial, Educational or Viewing Use, the default term is perpetual (subject to Section 7). For licenses granted for Trial Use, the default term is fifteen (15) days, and for licenses granted for Business Partner Use, the default term is for so long as Licensee is a Business Partner.
- (p) “License Type” means either a Node Lock License, Dongle License or Network License. 3D Systems’ default License Type is Node Lock.
- (q) “Network” means Licensee’s internal, private, proprietary computing network supporting Users located within a single Country.
- (r) “Network License” is a license to: (a) install the Software on any Devices connected to a Network onto which the license management tool has been deployed; and (2) use the Software on up to the Permitted Number of Devices and/or with the Permitted Number of Users as reported by the license management tool.
- (s) “Node Lock” means installation and use of the Software on a single Device.
- (t) “OEM Edition Use” means use of the Software designated by 3D Systems as an OEM Edition, or words of similar meaning, solely and exclusively in support of the specific scanning hardware with which a Business Partner has bundled such Software.
- (u) “Permitted Number” means the number of Devices or Users authorized under a Network License as specifically identified in the Software or the Documentation. The default Permitted Number is one.
- (v) “Software” means: (a) the computer software with which this Agreement is provided for use with a Device or on the 3D Printer including but not limited to 3D Systems and third party software files provided in object-code, machine readable form as well as other computer information; (b) the Documentation and associated information; and (c) any modified versions and copies of, upgrades, updates and additions to the foregoing provided to Licensee by 3D Systems at any time and to the extent not provided under a separate written (including an electronic end user license) agreement.
- (w) “Third Party Programs” means Software licensed by Vendors.
- (x) “Trial Use” means use of the Software for trial and evaluation purposes and not for Commercial Use. During Trial Use, some functionality within the Software may be restricted until Licensee acquires another type of license. A License Key authorizing Trial Use for an initial License Term of fifteen (15) days is contained within most Software. Unless 3D Systems authorizes an extended Trial Use by providing a new License Key, Licensee may only use the Software for Trial Use, only once, on a single Device.
- (y) “Usage Type” means use either for Business Partner Use, Commercial Use, Educational Use, OEM Edition Use, Trial Use, or Viewing Use. The default Usage Type is Commercial Use.
- (z) “Use” whether or not capitalized means to use or benefit from the functionality of the Software.
- (aa) “User” means Licensee or any individual who is: (a) one of Licensee’s full-time, part-time or temporary employees or (b) an independent contractor on assignment for Licensee. In the case of an educational institution, User includes all students, faculty and staff who meet the requirements for Educational Use.
- (bb) “Vendors” means third party licensors of Third Party Programs contained or included in the Software.
- (cc) “Viewing Use” means use of the Software solely as a viewer of certain file types as enabled by the Software. The License Key authorizing Viewing Use is contained within the Software itself and does not need to be separately provided by 3D Systems or a Business Partner. During Viewing Use, the majority of functionality within the Software will be restricted until Licensee acquires another type of license.
- (dd) “Warranty Period” means: (a) for Software installed on Devices, a period of sixty (60) days after the earlier of the Effective Date or the date of purchase of the Software License; and (b) for Software installed on, and that operates, the 3D Printer, a period of one (1) year after the earlier of the Effective Date or the date of purchase of the 3D Printer

2. LICENSE AND RESTRICTIONS.

- (a) Grant of License. Upon the Effective Date, and subject to the terms and conditions of this Agreement, 3D Systems grants to Licensee and Licensee's Users a perpetual (subject to Section 7), limited, non-exclusive, non-assignable (except as authorized by Section 8(a)), non-sublicenseable license to install and use the Software for the Usage Type, with the 3D Printer and/or the Permitted Number of Devices and/or by the Permitted Number of Users for the License Type, and for the specified License Term as may be authorized by a License Key (the "License"). Termination of the License for any reason shall not terminate the other terms of this Agreement.
- (b) Intellectual Property Ownership; Reservation of Rights. Licensee acknowledges and agrees that the Software is being licensed by 3D Systems and not sold. Except for the limited License expressly granted herein, 3D Systems owns all rights, title, and interests in and to the Software, including without limitation, all patent, copyright, trademark, and trade secret rights therein. The structure, organization, and code, including source code, of the Software are the valuable trade secrets and confidential information of 3D Systems and its Vendors. No right or license, express or implied, is granted in this Agreement for use of any 3D Systems trade names, trademarks, or service marks. Any usage of the Software outside the scope of the applicable License grant constitutes an infringement of 3D Systems' intellectual property rights as well as a material breach of this Agreement. 3D Systems and its Vendors reserve all rights in the Software that are not expressly granted in this Agreement.
- (c) Authorized Users; Restrictions. Licensee shall only permit use of the Software by its officers, employees, contractors, or other individual working on the behalf of Licensee and solely for its own internal business purposes. Licensee shall not permit use or viewing of the Software by any person known by Licensee to be employed or engaged by a company (other than 3D Systems) that sells 3D printing systems or software intended for use in association with computer aided design or 3D printing systems. Licensee may only use the Software in machine readable object code form. Licensee shall use the Software in accordance with the Documentation and as authorized by the License Key as well as any associated license manager software provided as part of, or used in connection with, the Software. Licensee shall not install, access, copy, or otherwise use the Software except as expressly authorized in this Agreement. Licensee shall not rent, lease, or lend the Software to third parties.
- (d) Reverse Engineering; Modifications. Licensee agrees that, except and only to the extent permitted by applicable law, it will not reverse engineer, reverse compile, de-compile, or disassemble the Software in any manner or form and will not itself, or permit others to, create or attempt to create, by reverse engineering, reverse compiling, de-compiling, disassembling, or otherwise, the source code for the Software or any other part thereof from the object code, Documentation, or other information made available from 3D Systems under this Agreement or otherwise (whether oral, written, tangible, or intangible) except to the extent expressly permitted by applicable law notwithstanding this limitation and then only in order to achieve interoperability with the Software. Licensee shall not attempt to modify or alter the Software in any manner or form without the prior written approval of 3D Systems.
- (e) Copies. Licensee may not copy the Software in any form, in whole or in part, except that Licensee may make one (1) copy for back-up and archival purposes and one (1) copy for disaster recovery purposes. Licensee shall ensure that all copyright, trademark, patent, and confidentiality notices and legends contained in the Software or affixed to tangible media embodying the Software are reproduced in all such copies made by Licensee. All copies of the Software made by Licensee shall be subject to the provisions of this Agreement. Licensee shall prevent any third parties from copying the Software.
- (f) Notices. Licensee shall not remove, alter, or obscure any notices, including but not limited to copyright, trademark, patent, or confidentiality notice or legend, labels, or marks contained in the Software or affixed to tangible media embodying the Software.
- (g) Derivative Works. Licensee may not modify, translate, adapt, arrange, or create derivative works based on the Software.
- (h) Bypass of License Restrictions. Licensee may not utilize any software, equipment, or other means to circumvent or remove any form of copy and license management protection used by 3D Systems to monitor Software use, or use the Software together with any code, serial number, or activation code obtained from any source other than 3D Systems or Business Partners.
- (i) Use After License Term. Licensee may not use the Software after expiration of the License Term.
- (j) Use Outside of Country. Licensee may not use the Software, including under a Network License, outside of the Country in which Licensee acquired the right to use the Software.
- (k) Multiplexing. Use of software or hardware that reduces the number of Devices or 3D Printers directly monitored or managed by the Software or directly using the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of licenses required. Licensee is required to have licenses for the Permitted Number of distinct inputs to the multiplexing or pooling hardware/software "front end."
- (l) Extension of Capabilities. Licensee may develop its own applications that interoperate or integrate with the Software subject to the terms of this Agreement. 3D Systems prices its Software, among other factors, based on capabilities that we expose to Licensee. Licensee may not extend the Software to enable or unlock capabilities of the Software not specifically identified by 3D Systems as forming part of the specified end user functionality.
- (m) Separation of Components. The Software is licensed as a single application. Component parts of the Software may not be separated or installed or used on multiple Devices or 3D Printers.
- (n) Time Sharing and Automated Use. Unless the Software includes functions intended for time sharing and automated use, Licensee may not use the Software in an automated, unattended, non-interactive server application or component where: (i) multiple User requests from different Users are queued for processing; or (ii) multiple requests from one User are queued for processing but acting against

content created or edited by other Users. Examples which would violate this Section include but are not limited to use as an automated file translation service.

- (o) Competitive Evaluation. Unless specifically authorized by 3D Systems in writing, if Licensee is a competitor to 3D Systems' business, it may not use the Software for competitive evaluation.
- (p) Installation and Support. Except as otherwise provided in a separate service agreement between 3D Systems and Licensee, Licensee shall be responsible for installation, maintenance, and support of the Software.
- (q) Licensee Keys. Licensee acknowledges that the Software may contain license keys or other programming routines capable of restricting use of the Software to a particular processor or computer or prohibiting use of the Software after the date on which Licensee is no longer authorized to use the Software.
- (r) Internet Connection. Licensee understands that certain Software licenses will require the Device to have an internet connection. For example, Node Lock Licenses require the Device to have an internet connection.
- (s) Updates and Upgrades. Licensee may not use any Software identified as an update or upgrade unless it is properly licensed to use Software which 3D Systems has identified as being eligible for such update or upgrade as applicable. Updates and upgrades may only be provided to Licensee if it is under an active maintenance agreement with 3D Systems or if it has paid the applicable fees for such update or upgrade. After Licensee installs such update or upgrade, it may continue to use any such previous version in accordance with its end-user license agreement only if: (a) the upgrade or update and all previous versions are installed on the Device or 3D Printer; (b) the previous versions or copies thereof are not transferred to another party, Device, or 3D Printer unless all copies of the update or upgrade are also transferred and (c) Licensee acknowledges that any obligation that 3D Systems may have had to support the previous version(s) under a separate written agreement may be ended upon the availability of the update or upgrade. Upgrades and updates may be licensed to Licensee by 3D Systems with additional or different terms.
- (t) High Risk Activities. The Software is not fault-tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct lift support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). 3D Systems specifically disclaims any express or implied warranty of fitness for High Risk Activities.
- (u) U.S. Government Restricted Rights. If the Software is acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government") it is provided with RESTRICTED RIGHTS. The Software and Documentation are "commercial computer software" and "commercial computer software documentation" as well as "restricted computer software." Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Contractor/Manufacturer is 3D Systems, Inc.
- (v) Laws. Licensee agrees to comply with all United States and other applicable laws and regulations that apply to the Software, including all United States export and import laws and regulations. Licensee agrees not to download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with such laws. Licensee acknowledges that the Software, Documentation, and/or underlying information or technology may not be downloaded, accessed or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Libya, Sudan, North Korea, Iran, Syria or any other country subject to a U.S. embargo; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List. By using the Software, Licensee represents and warrants that: (x) no United States federal agency has suspended, revoked, or denied its export privileges, (y) Licensee is not located in or under the control of a national or resident of any such country or on any such list, and (z) Licensee will not export or re-export the Software to any prohibited country, or to any prohibited person, entity, or end-user as specified by U.S. export controls or any other applicable jurisdiction, including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments. Licensee shall indemnify, defend, and hold 3D Systems harmless for any breach of Licensee's obligations pursuant to this Section.

3. **CONFIDENTIALITY.**

- (a) Acknowledgement. Licensee acknowledges that the Software is confidential and proprietary to 3D Systems and that the Software contains valuable trade secrets of 3D Systems.
- (b) Obligations. Licensee shall not disclose the Software, and shall exercise at least reasonable care to prevent disclosure of the Software, to third parties other than approved assignees as provided in Section 8(a). Licensee shall not use the Software for any purpose other than as expressly authorized herein.

4. **LIMITED WARRANTY.**

- (a) Limited Warranty. 3D Systems warrants to the original purchaser of the Software and/or 3D Printer that, when properly installed on computer equipment and in an operating environment meeting or exceeding specifications for such equipment and environment published by 3D Systems, the Software will perform substantially in accordance with the accompanying Documentation for the Warranty Period. 3D Systems does not warrant that the Software or the functions contained in the Software will meet Licensee's requirements. LICENSEE'S SOLE AND EXCLUSIVE REMEDY, AND 3D SYSTEMS' SOLE AND EXCLUSIVE LIABILITY, FOR FAILURE OF THE SOFTWARE TO MEET THE FOREGOING LIMITED WARRANTY IS THAT 3D SYSTEMS WILL, AT ITS OPTION,

REPAIR OR REPLACE DEFECTIVE SOFTWARE OR, WITH RESPECT TO SOFTWARE FOR WHICH A SEPARATE LICENSE FEE HAS BEEN PAID, REFUND SUCH SEPARATE LICENSE FEE; PROVIDED THAT LICENSEE PROVIDES WRITTEN NOTICE OF ANY SUCH DEFECT TO 3D SYSTEMS WITHIN THE WARRANTY PERIOD. THE FOREGOING EXCLUSIVE REMEDY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF SUCH EXCLUSIVE REMEDY FAILS ITS ESSENTIAL PURPOSE. The foregoing limited warranty shall not apply to any failure of the Software to perform substantially in accordance with the Documentation caused by operator error, hardware defects, viruses, use of the Software with incompatible software or hardware, or modifications to the Software made by any person other than 3D Systems. Licensee agrees to reimburse 3D Systems, on a time and materials basis, for time 3D Systems spends investigating alleged defects that are determined by 3D Systems not to be covered by the foregoing limited warranty.

- (b) No Other Warranties. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE SOFTWARE IS PROVIDED "AS IS," "WITH ALL ITS FAULTS" AND WITHOUT WARRANTY OF ANY KIND. 3D SYSTEMS DISCLAIMS ALL SUCH OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, NONINFRINGEMENT, COMPATIBILITY, SECURITY, OR ANY WARRANTIES ARISING FROM USAGE IN TRADE OR A COURSE OF DEALING. LICENSEE ACKNOWLEDGES THAT THE SOFTWARE IS MERELY A TOOL AND NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT AND LICENSEE ASSUMES SOLE RESPONSIBILITY FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM USE OF THE SOFTWARE. 3D SYSTEMS DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN ANY OF THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY.
5. **LIMITATION OF LIABILITY.** 3D Systems' entire liability to Licensee under this Agreement (including anyone making a claim through its use of the Software) and its exclusive remedy shall be that, 3D Systems will, at its option, repair or replace the Software where there is a reproducible material variance from the specifications set forth in the accompanying Documentation that is reported within the Warranty Period, so long as the Software has not been modified, misused, or abused. 3D SYSTEMS AND ITS VENDORS SHALL NOT BE LIABLE FOR (A) INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY SORT, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE (INCLUDING ANY LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR PERSONAL INJURY), EVEN IF 3D SYSTEMS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) FOR ANY CLAIM BY ANY OTHER PARTY. IN NO CASE SHALL 3D SYSTEMS' CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE LICENSE FEE RECEIVED BY 3D SYSTEMS FOR THE SOFTWARE OR, IN THE EVENT THAT THE LICENSE WAS NOT SEPARATELY PRICED, AN AMOUNT NOT TO EXCEED FIVE THOUSAND US DOLLARS (\$5,000). NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. 3D SYSTEMS PRICES ITS SOFTWARE WITH THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT, AND LICENSEE ACKNOWLEDGES THAT 3D SYSTEMS WOULD PRICE AND PACKAGE THE SOFTWARE DIFFERENTLY IN THE ABSENCE OF THIS ALLOCATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS AGREEMENT.
6. **INDEMNIFICATION.** Licensee agrees to indemnify, defend, reimburse, and hold harmless 3D Systems, its parent and affiliated companies, and their respective officers, directors, shareholders, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating in any way to: (a) Licensee's use of the Software; (b) Licensee's violation of this Agreement; and (c) any action, proceeding or claim asserted against any of the foregoing based upon an allegation that a CAD or other file processed by the Software or an object created using the Software (i) violates any statutes, regulations, ordinances, or other laws, (ii) creates any product liability claim relating to the design, manufacturing, or other operation relating to the creation of a tangible object, or (iii) infringes any patent, copyright, trademark right, or other right of any third party.
7. **TERMINATION.**
- (a) General. 3D Systems may terminate this Agreement (and the License granted herein) in the event that Licensee: (i) defaults in the performance of any material obligation hereunder; (ii) defaults in the performance of any material obligation under any agreement pursuant to which the 3D Printer was purchased by Licensee; (iii) defaults in the performance of any material obligation under any agreement pursuant to which Licensee has agreed to pay 3D Systems a fee for the License of the Software; or (iv) becomes unable to pay its debts when in the ordinary course, makes an assignment for the benefit of its creditors or becomes insolvent.
- (b) Licensee's Obligations Upon Termination. Upon the termination of this Agreement, Licensee shall immediately cease use of the Software and return to 3D Systems all existing tangible copies of the Software along with certification from an officer of Licensee that all electronic copies of the Software in Licensee's possession or control have been permanently destroyed.
8. **MISCELLANEOUS.**
- (a) No Assignment. This Agreement, the License and any other rights hereunder are non-assignable by Licensee without 3D Systems' written consent and any purported assignment shall be null and void.
- (b) Governing Law and Venue. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of South Carolina and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such law without resort to the conflict of law provisions thereof. The parties each consent to sole and exclusive jurisdiction and venue in a state or federal court of competent jurisdiction in Rock Hill, South Carolina for any dispute arising out of or in connection with this Agreement

and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. The United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

- (c) Injunctive Relief. Licensee acknowledges and agrees that any violation of any term or condition in this Agreement would cause 3D Systems irreparable harm for which there would be no adequate remedy at law. Accordingly, 3D Systems shall be entitled to preliminary and other injunctive relief against any such violation without any requirement to post a bond. Such injunctive relief shall be in addition to any other rights or remedies that 3D Systems may have at law or in equity including, but not limited to, damages.
- (d) Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes any and all prior agreements, negotiations, proposals, and representations, oral or written, relating to the subject matter hereof. No provision of this Agreement may be changed, modified, or amended except by an agreement in writing, signed by the parties hereto; with the exception that updated terms may be provided to Licensee with any upgrade delivered to Licensee. This Agreement shall be binding on the parties hereto and their respective heirs, successors, and permitted assigns. Any conflicting terms or conditions which may accompany Licensee's order do not apply. If this Agreement is translated into a language other than English and there is a conflict of terms between the English and the other language, the English version will control (except for any officially translated non-English version included by 3D Systems into the Software). Licensee should keep a copy of this Agreement for its records.
- (e) Severability. Should any provision of this Agreement or part thereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision. This Agreement is entered into only for the benefit of 3D Systems and Licensee and no third party, other than Vendors, is an intended beneficiary hereof.
- (f) No Assignment or Transfer. Licensee may not distribute, rent, loan, lease, sublicense, or otherwise transfer or assign all or any portion of the Software, or any rights granted in this Agreement, to any third party without 3D Systems' prior written consent. Any purported assignment in violation of the foregoing shall be void and of no effect. Licensee may transfer the Software licensed for Commercial Use and the rights granted under this Agreement to a different Device and/or 3D Printer internal to its organization and within the Country provided Licensee first completely removes the Software from all prior Devices and/or 3D Printers. Transfers of the Software outside of the Country in which Licensee originally and lawfully obtained the right to use it with a License Key are not permitted under any circumstances. In order to accomplish an internal transfer, Licensee may have to contact 3D Systems and fees may apply.
- (g) Feedback, Updating, and Data Collection. Licensee may contact 3D Systems with input regarding its reactions, comments, and suggestions for improvement regarding the Software, including but not limited to usability, missing features, functional errors, and bug reports. All such reports and other feedback provided to 3D Systems may be used by 3D Systems for any purpose whatsoever without royalties or other compensation of any kind to Licensee, and 3D Systems will be the sole owner of any and all programs, documentation, inventions, or improvements developed by 3D Systems that may relate to such reports and feedback. Licensee agrees that 3D Systems may collect and use information gathered as part of support and other services provided to Licensee. Licensee acknowledges and agrees that the Software may cause its Device and/or 3D Printer to automatically connect to the Internet to check for updates or upgrades that may be available for automatic download and to let 3D Systems know that any such update or upgrade has installed successfully. 3D Systems may also automatically collect and report back to 3D Systems information about the Software and Licensee's usage along with limited information about the Device, 3D Printer, and/or other third-party applications. If 3D Systems implements automated data collection practices then Licensee may opt out of providing such data if Licensee has a license that authorizes Commercial Use.
- (h) License Key. Installation, access, and continued use of the Software may require use of a License Key and/or registration. Licensee must register its acquisition of the Software license with 3D Systems before any License Key will be issued. A License Key may disable the Software if Licensee tries to transfer it to another Device, if Licensee makes material changes to the operating system or time control mechanisms of the Device, or if Licensee attempts to use the Software past the License Term. Licensee agrees that 3D Systems may automatically connect to one or more Devices or 3D Printers to install a License Key and to let 3D Systems know that any such License Key has installed successfully.
- (i) Reporting and Inspection. Licensee agrees to keep accurate and up to date records of its Software license rights, including but not limited to the numbers and locations of all copies of the Software made by or for Licensee. It is Licensee's responsibility to supervise and control the use of the Software in accordance with the terms of this Agreement notwithstanding that 3D Systems may provide Licensee with software tools or other assistance to support Licensee in that regard. To ensure compliance with this Agreement, Licensee agrees that upon reasonable notice, 3D Systems, or its representatives, shall have the right to inspect and audit its installation and use of the Software. Any inspection or audit will be conducted during regular business hours at Licensee's facility or electronically. In conjunction with any such audit or inspection, Licensee agrees to provide copies of its records relating to installation and use of the Software to 3D Systems. If the inspections disclose that Licensee has installed or used the Software in any way that is not permitted under this Agreement then 3D Systems may terminate this Agreement immediately and Licensee is liable to pay for any unpaid license fees as well as reasonable costs of the inspection and audit. Licensee agrees to promptly notify 3D Systems or its chosen Business Partner if its Software usage exceeds its License. In addition, and without limiting the foregoing, Licensee agrees to have an authorized officer or manager of its organization fully document and certify that use of the Software conforms to this Agreement within fourteen (14) calendar days after 3D Systems' request. Nothing in this section shall be deemed to limit any legal or equitable remedies available to 3D Systems for violation of this Agreement or applicable law.
- (j) Third Party Programs. The Software may contain or include Third Party Programs licensed by Vendors. Vendor software is licensed for use solely in conjunction with the Software and not for any other use. Certain Third Party Programs are subject to additional third party license terms as specified by their respective Vendors, and these terms are included in the Documentation and/or in the installation files provided with the Software. By using the Software, Licensee agrees to comply with these additional third party terms for the benefit of the applicable Vendors. Otherwise, the terms and conditions of this Agreement apply to all Third Party Programs. All Vendors are

intended third-party beneficiaries of this Agreement. 3D SYSTEMS PROVIDES THIRD PARTY PROGRAMS TO LICENSEE "AS IS."

- (k) Captions. The captions used in this Agreement have been inserted only for reference purposes and shall not be deemed to govern, limit, modify, or otherwise affect the scope, meaning, or intent of any of the provisions or terms of this Agreement.
- (l) Relationship. This Agreement does not create a partnership, joint venture, or agency relationship between the parties. Neither Licensee nor 3D Systems shall have any right, power, or authority to act as a legal representative of the other or otherwise to obligate or bind the other.
- (m) Survival of Provisions. The terms and provisions of Sections 3, 5, 6, and 7(b) of this Agreement shall survive the termination of this Agreement.
- (n) No Waiver. No consent to or waiver of any provision of this Agreement by 3D Systems shall be deemed a consent to or waiver of any other provision hereof, whether or not similar, or a continuing consent or waiver unless otherwise specifically provided.