

EVALUATION AGREEMENT FOR STRATASYS PRE-RELEASE SOFTWARE

THESE TERMS AND CONDITIONS (the "**Agreement**") CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND STRATASYS, INC. REGARDING A CONFIDENTIAL USE AND EVALUATION OF THE PRE-RELEASE SOFTWARE (AS DEFINED BELOW). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT. In any event, references herein to "Tester" means you or such entity (as the case may be).

By clicking the "I Accept" button below, or by otherwise accessing or using any part of the Software (as defined below), Tester acknowledges these terms and conditions and represents that it has fully read and understood, and agrees to be bound by the terms of this Agreement.

IF TESTER DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, TESTER MUST NEITHER CLICK "I ACCEPT", NOR ACCESS OR USE ANY PART OF THE SOFTWARE.

The language of this Agreement is hereby expressly agreed to be the English language. By entering into the Agreement, Tester hereby irrevocably and unconditionally waives any applicable law requiring that the Agreement be localized to meet Tester's language or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.

1. **EVALUATION & PARTICIPATION.** In response to the invitation from Stratasys, Tester wishes to participate in the evaluation of Stratasys's pre-release software and related documentation (the "**Software**") during a trial period. The primary purpose of the evaluation is to generate data and feedback to be used by Stratasys in finalizing the performance specifications and development of the Software. Tester acknowledges that it is granted a limited right to access and use the Software using Tester's GrabCAD® Admin Account solely for evaluation purposes in accordance with this Agreement. As used herein, the responsibilities, restrictions, and others requirements of Tester's participation in the evaluation shall apply to the owner of the Admin Account and to authorized users of such account ("**Authorized Users**").
 2. **RESPONSIBILITIES OF STRATASYS.** Stratasys shall (i) make the Software available to Tester in an on-line mode through the GrabCAD.com website; and (ii) at its discretion, make documentation, training, parts, Software updates, telephone and onsite support (during its business hours) reasonably available in order to provide assistance.
 3. **RESPONSIBILITIES OF TESTER.** Tester shall (i) test and evaluate the Software in an on-line mode in accordance with this Agreement and any safety or operational requirements, or instructions or other criteria provided by Stratasys; (ii) provide feedback to Stratasys regarding the Software from time-to-time as reasonably requested by Stratasys; (iii) notify Stratasys of any difficulties, including failure occurrences, and provide information regarding operational practices that may impact, or be impacted by, the Software; (iv) provide Stratasys personnel with online access to Tester's data stored in the Software, including part designs, for remote or onsite support or diagnostics purposes; (v) use the Software only as authorized herein and as according to the GRABCAD® SOFTWARE TERMS OF SERVICE AND USE (to the extent not inconsistent with the terms herein); (vi) obtain consumables required for printing 3D parts designed using the Software solely from Stratasys; and (vii) maintain confidentiality of the Software as further described below. Stratasys may seek Tester's permission to make public statements about your use of the Software or participation in the evaluation after the close of the trial period. Stratasys may also seek consent to publish Tester's business name and logo on a Stratasys or affiliates website, in a press release, and in promotional materials.
 4. **LICENSE TO SOFTWARE.** Subject to the terms and conditions herein, Stratasys grants to Tester a revocable, non-exclusive, non-transferable, non-sub-licensable (except to its Authorized Users) right to use the Software solely for evaluation purposes.
 5. **RESTRICTIONS.** Tester shall not use the Software for production purposes, or otherwise rely on the Software to perform in the same manner as a final-release, commercial-grade product. Tester shall not make the Software available to any third party except to its Authorized Users and in accordance with this Agreement. Tester shall not permit its employees to: (i) copy, modify, enhance, or supplement the
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Software; (ii) reverse engineer, reverse assemble, decrypt, decompile, disassemble or otherwise undertake similar activities related to the Software or any part therein, including but not limited to determining its physical or source code composition, reducing the Software to any human or machine readable form, or circumventing any technological measures that control access to the Software; (iii) modify, adapt, translate, rent, sell, assign, transfer, sub-license, lease, loan, convey, mortgage, create a lien over, or make improvements to the Software or create derivative works based upon the Software or any part thereof, except as otherwise necessary to review and evaluate the Software under the Agreement; (iv) merge the Software into any other program, except as otherwise necessary to review and evaluate the Software under the Agreement; and/or (v) delete or obstruct from view any copyrights legend, trademark or confidentiality notice appearing on or in the Software or accompanying documentation.

6. DATA COLLECTION. Tester acknowledges that Stratasys may collect usage statistics regarding Tester's use of the Software ("Usage Data"). The Usage Data may include, but is not limited to, date and time of action, type of action, any parameters associated with the type of action, user's IP address, number of Authorized Users accessing the Software, usage level, and GrabCAD ID. The Software will automatically connect to the Internet and send this information to Stratasys's and/or any or all third parties that may host or otherwise assist Stratasys in operating the GrabCAD websites or the Software or any part thereof. The purpose of collecting this information is to gather product usage information for product development purposes. Any personal information received and/or collected will be stored and used by Stratasys in accordance with the then-current privacy policy available at <https://grabcad.com/privacy-policy> ("Privacy Policy").
 7. CONFIDENTIALITY. Tester hereby agrees that the fact of Tester's use of the Software, and any other nonpublic materials or information, including without limitation the Software made available to Tester under the Agreement (all of the foregoing, "**Confidential Information**") are to be maintained as confidential during the Term of this Agreement. Stratasys will maintain Tester part designs as Confidential Information of Tester. Each party hereto shall safeguard the Confidential Information of the other, using not less than reasonable care. Each party may disclose Confidential Information of the other only on a strictly "need to know" basis with employees who are bound by confidentiality obligations that would protect the rights with respect to the Confidential Information. Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the other that may be difficult to ascertain.
 8. OWNERSHIP. Tester agrees that Stratasys and/or its affiliates and licensors retain sole ownership of, title to and interest in all intellectual, and other, property rights of any type in and to the Software including, without limitation, all improvements, applications, inventions (whether patentable or not patentable), know-how, trade secrets, patents, utility models, trademarks, copyrights, registered designs, and technologies ("Intellectual Property Rights") regardless of which party was responsible, including but not limited to any improvements made by Stratasys based on feedback given by Tester (the "Stratasys Materials"). Tester shall and hereby does, and shall cause each of its users to, unconditionally and irrevocably assign to Stratasys, the entire right, title and interest that Tester may have or acquire in any Stratasys Materials, including the sole and exclusive ownership of all Intellectual Property Rights relating thereto. Stratasys reserves all rights not expressly granted to Tester hereunder, and Tester agrees to cooperate in assigning to Stratasys, any rights that it may acquire in and to the Stratasys Materials.
 9. Termination. Stratasys may terminate this Agreement and cease to make available the Software at any time without prior written notice at the conclusion of the trial period, or at any time, as further described below. At its sole discretion, Stratasys may continue to provide access to the Software after the conclusion of the trial period upon Tester's acceptance of commercial terms and/or upon purchase of a subscription for use of the Software. Tester may terminate this Agreement and its access to the Software with seven (7) days' written notice. Stratasys may terminate this Agreement and disable Tester's access to the Software immediately for any reason, including but not limited to if Tester is not: 1) using the Software; 2) providing requested feedback; and/or 3) complying with the terms of this Agreement. Upon termination of this Agreement and except as otherwise agreed, Tester shall (i) cease all use of the Software and permanently erase or cause to be erased from its computer systems, files and storage media all copies of the Software (if any) and any other Confidential Information of Stratasys obtained, made or authorized to be made by Tester or on Tester's behalf; (ii) provide any outstanding
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feedback to Stratasys; and (iii) Stratasys reserves the right to disable Tester's access to the Software.

10. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY. STRATASYS PROVIDES DOCUMENTATION, SERVICES AND THE SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT THE SOFTWARE IS A PRE-RELEASE VERSION THAT DOES NOT REPRESENT A FINAL PRODUCT, AND MAY CONTAIN BUGS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM FAILURES OF THE SOFTWARE OR CONNECTED HARDWARE. STRATASYS DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY SELECT AND OBTAIN BY USING THE SOFTWARE OR ANY DESIGNS YOU MAY PREPARE FOR 3D PRINTING. STRATASYS DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. IN THE EVENT THAT THE WARRANTY FAILS ITS ESSENTIAL PURPOSE, LICENSEE'S RECOVERY OF ANY DAMAGE OR LOSS SHALL BE LIMITED TO THE LIABILITY AS DEFINED IN THE LIMITATION OF LIABILITY HEREFTER. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, STRATASYS SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR SIMILAR DAMAGES EVEN IF ADVISED OF SUCH POSSIBILITY. IN NO EVENT SHALL THE LIABILITY OF STRATASYS EXCEED THE ACTUAL AMOUNT PAID BY TESTER FOR THE SOFTWARE, OR ONE HUNDRED DOLLARS (\$100) WHICHEVER IS GREATER. STRATASYS DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE PRODUCTS OR OTHER OUTPUT PRODUCED BY TESTER BY MEANS OF THE USE OF THE SOFTWARE. The warranty disclaimer and limitation of liability set forth above are fundamental elements of the basis of this Agreement between Stratasys and Tester. Stratasys would not be able to provide the Software on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Stratasys' suppliers.
11. MISCELLANEOUS. Tester shall not assign this Agreement without the prior written consent of Stratasys, and any such assignment shall be void. This Agreement supersedes all prior agreements and understandings with respect to the Software, but does not alter existing terms and conditions governing Stratasys' provision of products or services. Sections 7 through 11 (inclusive) shall survive termination of this Agreement. This Agreement shall be governed under the laws of the state of Minnesota without regard to the conflict of laws provision therein. In the event that any provision of this Agreement is found to be contrary to law, then such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect. Any notice to you may be provided by email. Any modifications of this Agreement must be in writing and agreed by both parties. The Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Tester agrees not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Stratasys, or any products utilizing such data, in violation of the United States export laws or regulations. Tester will indemnify and hold Stratasys harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorneys' fees) arising from or relating to any breach by Tester of its obligations under this section. The Software is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

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