TERMS AND CONDITIONS FOR API TRIAL

THESE TERMS AND CONDITIONS FOR API TRIAL CONSTITUTE A BINDING AGREEMENT (THE “AGREEMENT”) BETWEEN YOU (“PARTICIPANT”) AND STRATASYS, INC. (“STRATASYS”) REGARDING A CONFIDENTIAL USE AND EVALUATION OF THE API AND RELATED DOCUMENTATION OWNED BY STRATASYS (“SOFTWARE”). IF YOU ARE ENTERING INTO THE 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 to "Participant" means you or such entity (as the case may be).

By clicking either "I Agree to the Terms and Services" or “Activate Connectivity API” or by otherwise accessing or using any part of the Software, Participant 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 PARTICIPANT DOES NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, PARTICIPANT MUST NEITHER CLICK "I AGREE TO THE TERMS AND SERVICES” OR “ACTIVATE CONNECTIVITY API”, NOR ACCESS OR USE ANY PART OF THE SOFTWARE.

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

The Parties agree as follows:

1. RESPONSIBILITIES OF STRATASYS. Stratasys shall provide the Software to Participant so that the Participant will be able to use the Software under this Agreement. The trial period for the evaluation under the Agreement is as provided by Stratasys, unless earlier terminated or extended as provided below.

2. RESPONSIBILITIES OF PARTICIPANT. Participant shall: (i) test and evaluate the Software in accordance with this Agreement and any safety or operational requirements, or instructions or other criteria provided by Stratasys; (ii) provide evaluation information 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 (a) access to the Software upon Participant’s reasonable request in order to test; (b) access to visit the location where the Software is installed if necessary upon reasonable request in order to test; and (c) online access to the Software upon Participant’s reasonable request for remote or onsite support or diagnostics purposes. Participant agrees to use the Software only as authorized by Stratasys pursuant to this Agreement and maintain confidentiality of the Software as per Section 7 below. Participant shall not use the Software for production prints, or otherwise rely on the Software to perform in the same manner as a final-release, commercial-grade product.

3. LICENSE TO SOFTWARE. During the trial period, and subject to the terms and conditions herein, Stratasys grants to Participant a revocable, non-exclusive, non-transferable, non-sub- licensable right to use the Software solely for evaluation purposes in connection with the Agreement. Unless otherwise stated, all references herein to the Software shall include references to the Software; any use of the
terms "sell", "sale", or "purchase" of license in relation to the Software shall be deemed to mean "license" on the terms contained herein.

4. **Restrictions.** Participant shall not make the Software available to any third party except to its employees, consultants and customers or potential customers for Participant’s review and evaluation of the Software and in accordance with this Agreement. Any of Participant’s customers or potential customers who will take part in the Participant’s evaluation must also enter into the Agreement with Stratasys. Participant shall not permit any person to: (i) copy, modify, enhance, or supplement the 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.

5. **On-line Use of Data.** Stratasys may collect certain usage statistics of Participant when logged in to the GrabCAD website and/or the Software (the “Usage Statistics”). The Usage Statistics may include, but are not limited to date and time of action, type of action, any parameters associated with the type of action, Participant’s IP address, Participant’s GrabCAD ID and system operations. The GrabCAD ID will only be shared if Participant logged in to the GrabCAD website and/or the Software. The Software will automatically connect to the Internet and send this information to Stratasys’ 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. Participant acknowledges and agrees that the Usage Statistics may be changed from time to time by Stratasys and Participant will be subject to such changes. This will not apply to on-premise use.

6. **Confidentiality.** The Software is the Confidential Information and property of Stratasys and subject to the confidentiality obligations and Participant agrees that the existence, nature and terms of this Agreement, the fact of Participant’s use of the Software, and any other materials or information, including without limitation documentation and software code, provided by Stratasys (all of the foregoing, “Confidential Information”) are confidential. Participant shall contact Stratasys immediately if it reasonably believes that an unauthorized third-party is using the Software or if the Software is otherwise disclosed, lost or stolen. Participant shall safeguard the Confidential Information, using not less than reasonable care. Participant may disclose Confidential Information only on a strictly “need to know” basis with employees who are bound by confidentiality obligations that would protect Stratasys’ rights with respect to the Confidential Information, provided that Participant shall be liable hereunder for any breach of confidentiality by any of their employees.

7. **Ownership.** Participant 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") made or developed by Participant that is directly related to the Software and that is provided as feedback to Stratasys, and any modifications, creations, or developments thereto under this Agreement regardless of which Party was responsible (the “Stratasys Materials”). Participant 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 Participant or such user 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 Participant hereunder, and Participant agrees, and shall cause its employees and agents, to cooperate in assigning to Stratasys, any rights they acquire in and to the Stratasys Materials. For avoidance of doubt, Stratasys agrees that Participant (and/or their affiliates) retains ownership of any of their intellectual property.

8. TERMINATION. Either Party may terminate this Agreement with seven (7) days' written notice. Notwithstanding the above, Stratasys may terminate this Agreement and the evaluation immediately for any reason, including but not limited to if Participant is not: (1) using the Software; (2) providing feedback pursuant to Section 3; and/or (3) complying with the terms of this Agreement. Upon expiration or termination of this Agreement and except as otherwise agreed, Participant 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 and any other Confidential Information of Stratasys obtained, made or authorized to be made by Participant or on Participant’s behalf; and (ii) provide the test results, and any related materials to Stratasys; and Stratasys reserves the right to disable Participant’s access to the Software.

9. 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, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. 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 HEREAFTER. 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 PARTICIPANT 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 PARTICIPANT 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 Participant. 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.

10. GOVERNING LAW. This Agreement shall be deemed to have been made in the State of Minnesota, United States of America and shall be governed by, construed and interpreted in accordance with the laws of the State of Minnesota, United States of America, without regard to choice of law rules. With respect to any dispute, controversy or claim arising out of or relating to this Agreement or the
relationship between the Parties, the Parties each hereby irrevocably and unconditionally agree and consent to submit to the exclusive jurisdiction and venue of the District Court of Hennepin County, Minnesota or the United States District Court for the District of Minnesota, and each party hereby agrees not to commence any action, suit or proceeding relating thereto except in such courts. Notwithstanding the foregoing, nothing in this Agreement will prevent Stratasys from seeking temporary or permanent injunctive relief for breach of this Agreement or filing any action to recover property or amounts owed to Stratasys by Participant in any court having jurisdiction over Participant.

11. FOLLOWING THE EVALUATION. Upon expiration or termination of this Agreement and except as otherwise agreed, further availability of the Software shall be at Stratasys’ discretion. At the end of the Evaluation, Stratasys may issue a press release and/or publish a case study regarding Participant’s evaluation information, and Participant shall act as a reference site for other potential users, all as mutually agreed between the parties.

12. MISCELLANEOUS. Sections 4, and 6 through 12 (inclusive) shall survive termination of this Agreement. Any notice to you may be provided by email. 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. Participant agrees not to export, reexport, 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. Participant 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 Participant 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 items are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, any Application which uses this API shall be provided to U.S. Government end users pursuant to the terms and conditions therein.