

Terms & Conditions

OVERVIEW

These Terms of Service apply to your purchase and/or use of our products and services through our websites that link to these Terms of Service, including www.markforged.com or www.eiger.io, through issuance by us of a product or services quotation, statement of work or other ordering document and to any online store hosted by Markforged (collectively, the “Websites”) and sets forth Markforged’s policies and procedures with respect to the purchase of products and/or services from Markforged, Inc. (“Markforged”, “we”, “us” or “our”). For our purposes of these Terms of Service “you” and “your” refer to you, the person or entity using the products, services, or Website(s) and/or purchasing any product or service from Markforged. If you have any questions about these Terms of Service, please write to us by email at termsofpurchase@markforged.com

Please read these Terms of Service carefully before purchasing products or services from us or using our products or services. By purchasing products or services from us, using our products or services, or accessing our Websites, you agree to be bound by these Terms of Service as well as those additional terms and conditions and policies referenced herein and/or available by hyperlink, including without limitation our Privacy Policy at www.markforged.com/privacy (collectively referred to herein as “Terms of Service”). If you do not agree to all the terms and conditions of these Terms of Service, then you may not purchase any products or services, use the products or services, or access our Websites. If these Terms of Service are considered an offer, our acceptance is expressly limited to your agreement to these Terms of Service. If you are purchasing or using products or services on behalf of an entity, you represent and warrant that you have the authority to bind the entity on whose behalf you are purchasing or using the products or services to these Terms of Service and such entity will be subject to all terms and conditions of these Terms of Service. These Terms of Service will expressly supersede any ordering documents, purchase orders, or other ordering or purchasing terms or conditions presented to us by you or by such entity.

Changes. We may update these Terms of Service from time-to-time by posting a new version on our Websites. You should check this page occasionally to review any changes. We will provide notice of any changes by posting the revised Terms of Service on our Websites. We encourage you to periodically review these Terms of Service to be informed with respect to any changes to these Terms of Service. Purchasing products from us or continuing to use our services after a notice of changes has been sent to you or published on our Websites shall constitute consent to the changed terms and practices. Unless stated otherwise, our current Terms of Service applies to all purchases of products and services from our online store.

Children. Children are not eligible to use our Websites and we ask that minors (under the age of 18) do not use our Websites and our Websites are not directed to children under 18 years of age. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to purchase products and services from us.

PURCHASE AND LICENSE OF PRODUCTS AND SERVICES

Product and Service Descriptions. "Materials" means printing filament materials (including, but not limited to, any polymer materials or Composite Filament Fabrication materials combining a reinforcing fiber with a matrix). "Products" means Markforged systems and/or 3D printers, and/or materials, and/or Markforged provided content, and/or executable software code made available to You hereunder and any documentation provided or made available with Products. "Services" includes (i) implementation services provided in connection with Products, (ii) technical support services associated with software, and (iii) training services provided in connection with Products. All descriptions of our products and services are subject to change at any time, with or without notice, in our sole discretion. Further, we reserve the right to modify or discontinue any of our products or services at any time, with or without notice in our sole discretion. The information provided online with respect to products and services may be out of date, and we make no commitment to update the information provided online with respect to products and services. If the product or service you purchase includes or consists of software, the software is licensed and not sold and will be governed by the end user license agreement which accompanies the software, including without limitation any "click to accept" or "click-wrap" end user license agreement presented to you upon its download, installation, use or otherwise. You agree to be bound by all terms and conditions of such end user license agreements by accessing and/or using the software.

Training services may be ordered through issuance by us of a product quotation or other ordering document either directly or through an authorized reseller. An authorized value added reseller ("VAR") will issue an invoice to you for the training services. Pricing and payment terms shall be determined between you and the VAR. Training services may be provided either; (i) onsite at your location, (ii) onsite at a Markforged location, or (iii) via an online platform. Upon acceptance of the product quotation you are responsible to contact us to make arrangements for such training. Once training services via an online platform are commenced by a user, such user shall have 180 days to complete such training services. After such 180 day period the training services will no longer be available. Markforged or its licensors, as applicable, shall own all right, title and interest in and to any deliverables provided in connection with the training. Subject to Customer's payment in full for the training, Markforged hereby grants you a non-exclusive, royalty-free, non-transferable limited license to internally use the deliverables solely for your business purposes. Notwithstanding the foregoing, you shall not record any in-person training sessions or lectures or any webinars provided by Markforged. In addition, for any training services at a Markforged location, for valuable consideration you hereby grant us a fully paid up, perpetual, irrevocable right to use, copy, modify, create derivative works of, display, perform and distribute any video or still images of you captured during such training services for any lawful purpose.

Your Account Information. When placing an order, you agree to provide current, complete and accurate purchase and account information. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Orders. Once we receive your order, we will provide you with an email order confirmation. Your receipt of an order confirmation, however, does not signify our acceptance of your order nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receiving your order to accept, decline or cancel your order for any reason. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. If we cancel an order for which we have already received your payment, we will refund to you the amount paid.

Shipping and Delivery. For orders of products, we will ship your order upon product availability. We cannot guarantee that we will have the quantities of the products you order immediately available and product availability may be delayed, including without limitation due to the popularity of our products or supply constraints. We reserve the right to change quantities available for purchase at any time, even after you place and we accept an order. Further, there may be occasions where we confirm your order but subsequently learn that we cannot supply the ordered product, in which case, we will cancel your order and refund the price you paid in full. Since the actual delivery of your order may be impacted by events beyond our control once it leaves our facilities, we cannot be held liable for late deliveries.

Prices. The prices set forth on our Websites are subject to change at any time with or without notice at our sole discretion and we reserve the right to correct any pricing errors that may inadvertently occur. Further, our prices do not include shipping; value added, sales or use taxes; duties; tariffs; or other similar taxes or charges. You will be charged separately for such amounts and will be responsible for paying such amounts. Unless otherwise set forth herein, all amounts are payable in U.S. dollars and are nonrefundable.

Payment. Terms of payment are within our sole discretion and, unless otherwise agreed to by us, payment details must be received prior to our acceptance of an order. We allow you to make purchases using credit or debit cards and, when you provide your card information, we will obtain a preapproval from the card company for the amount of your order, which may result in a corresponding block on your available credit while pre-approval remains in place. We will bill your card when your order is processed.

Export; Compliance with Law. Our products are subject U.S. and foreign export control laws and regulations and must be purchased, sold, exported, re-exported, transferred and used in compliance with such export laws and regulations. Any offer for any product or service made on our Websites is void where prohibited by law. You may not use or otherwise export or re-export the products except in accordance with applicable export laws. In particular, but not in limitation, you may not export or re-export the products into any U.S. embargoed countries

or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You represent that you are not located in any country or on any list where the provision of any product or service to you would violate applicable law. You also agree that you will not use the products or services for any purposes prohibited by applicable law.

Restrictions on Use. You agree that you will not directly or indirectly, or encourage, assist, permit or direct any third party to: (i) modify, alter, tamper with, repair, translate, adapt, arrange, or create derivative works based on the products or services or any component thereof, except as permitted herein or in an end user license agreement accompanying the products or services; (ii) decompile, disassemble or otherwise reverse engineer the products, services, or any component thereof, or determine or attempt to modify, translate, determine, discover, or recreate any designs, source code, algorithms, methods, structure, interfaces, protocols, messaging or techniques used or embodied in the services or products or any component thereof, except and only to the extent that the applicable law expressly permits doing so; (iii) distribute, rent, loan, lease, sell, resell, sublicense, or otherwise transfer all or any portion of the services, your rights with respect to the services or any part of these Terms, to any other person or legal entity; (iv) remove, alter, or obscure any copyright, trademark, confidentiality or other proprietary notices, labels, or marks from, on or pertaining to the products or services; (v) use the products or services to collect, upload, transmit, display, print, extrude, deposit or distribute any content that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; (vi) make or permit use of any trademark, trade name, service mark or other commercial symbol of Markforged without its prior written consent; and/or (vii) take or permit any other action which could impair Markforged's rights, or damage the image or reputation of quality inherent in the products or services, Markforged's business, reputation, Intellectual Property or other valuable assets or rights. In the event You rent, lease, sell or otherwise transfer the products to a third party, You agree that you will require such third party to be bound by at least Sections herein entitled "Product and Service Descriptions", "Restrictions on Use", and "Intellectual Property" hereof as a condition of such rental, lease, sale or other transfer.

RETURN POLICY

You may return to us any item that you purchased from us in accordance with the following terms and conditions:

30 Days — You can return items to us within 30 days of the date they were shipped to you. After 30 days, we do not accept returns.

Return to Manufacturer Authorization (RMA) — Before returning an item, contact us at support@markforged.com to explain the reason for the return, the details of your original order, and whether you want a refund or an exchange. As appropriate, we will issue you an RMA number, which you need to include in the package for the returned item, along with a copy of the original order information. We do not accept returned items for which an RMA has not been issued.

Condition — The item being returned must be unused, undamaged, complete with all parts and accessories, in the same condition you received it, and in its original packaging. Returns of consumables will not be accepted if packaging is opened.

Shipping — You must pack the item to prevent damage in transit and insure the package for its value, as you will be responsible for damage or loss in transit. We recommend you use a shipping service that allows you to track the package. You are responsible for paying all shipping and insurance costs for the return shipment. If you are seeking an exchange, you will also be responsible for all costs of shipping the new item to you and for any difference in price plus any taxes, duties, tariffs or similar charges.

International Returns — Presently, all of our facilities are located in the USA. We are not responsible for international return shipping costs and any incidental fees or tariffs. You should make yourself familiar with your region's customs policies and shipping providers.

Upon Receipt — Once your return is received and inspected, we will send you an email to notify you that we have received your returned item and whether your request for refund or exchange has been approved. We may charge a fee for missing or used accessories.

Restocking Fee — For non-defective items, we charge a restocking fee equal to 10% of the original purchase price of each item returned. This fee will be deducted from your refund, or if you have requested an exchange, you will need to pay the fee to us before we will ship the replacement item.

Refund — If a refund is approved, a credit will automatically be applied to your credit card or original method of payment. This refund amount may take some time to show in your records, so before contacting us, please check with your credit card company, bank, or other payment service.

Exchange — If an exchange is approved, we will ship the new item to you, after your payment of any applicable restocking and shipping fees and any difference in price plus any taxes, duties, tariffs or similar charges.

EXCLUSIVE LIMITED WARRANTY; EXCLUSIONS; DISCLAIMER

Applicability. Please access and review the online help resources referred to in the documentation accompanying the affected hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact us at support@markforged.com. You must assist us in diagnosing issues with your product and follow our warranty processes and procedures.

We may restrict service to the fifty states of the United States of America and the District of Columbia, and provide warranty service (i) by sending you prepaid way bills (and if you no longer have the original packaging, we may send you packaging material) to enable you to ship

the product to our repair service location for service, or (ii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product (“DIY Service”).

Exclusive Limited Warranty. We warrant Markforged-branded hardware products against defects in materials and workmanship under normal use in accordance with the products’ documentation for the time periods set forth below and as set forth below (each, a “Warranty Period”). If a hardware defect arises and a valid claim is received within the Warranty Period, at our sole option and to the extent permitted by law we will do the following:

Labor: For a period of ninety days from the date of shipment to the original purchaser (“Labor Warranty”), we will, at our option, either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) provide you with new or refurbished user-installable replacement parts to enable you to repair the hardware defect as DIY Service, (3) exchange the product with a product that is new or reconditioned by us or that has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (4) refund the purchase price of the product. If we elect to repair or replace the product after this Labor Warranty has expired but while the Parts Warranty below is still in effect, we will do so for the applicable labor charge.

Parts: For a period of one year from the date of shipment to the original purchaser (“Parts Warranty”), we will supply you with new or refurbished parts replacement parts in exchange for parts determined to be defective.

Services: For a period of thirty days following completion of the Services such Services will substantially conform to any applicable requirements set forth in any Markforged ordering document or any documentation provided in connection with such Services. You must notify us within thirty days of performance of the non-compliant Services to be entitled to the remedy set forth in this Section. As your sole remedy, and our entire liability we agree to use commercially reasonable efforts to re-perform the Services without charge. If you fail to notify us that the Services do not conform during the thirty-day warranty period, you shall be deemed to have accepted the Services.

A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by us, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair (or, in the case of user-installable replacement parts, the date on which we shipped the user-installable replacement parts), whichever provides longer coverage for you. Parts provided by us in fulfillment of our warranty obligation must be used in products for which warranty service is claimed.

When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes our property, and you agree to follow our instructions, including, if required, arranging the return of original product or part to us in a timely manner. When a

refund is given, the product for which the refund is provided must first be returned to us before we will issue the refund and the product becomes our property on our receipt of the product. In the event of DIY Service requiring the return of the original product or part, we may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, we will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, we will charge the credit card for the authorized amount.

Service options, parts availability, and response times may vary. Service options are subject to change at any time. In accordance with applicable law, we may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

You acknowledge and agree that THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. Your product will be returned to you configured as originally purchased, subject to applicable updates.

You are responsible for all shipping costs associated with returning a defective product or part to us; provided, however, that if we determine that the product or part is eligible for warranty coverage, we will pay the shipping costs associated with shipping the repaired or replacement product or part to you. If we determine the product or part is not eligible for the warranty, we will return the product or part to you at your sole cost and expense and may require you to pay such costs prior to shipping the product or part.

The foregoing limited warranty is an express, exclusive limited warranty and your sole remedy for any defect in the Markforged hardware. For the avoidance of doubt, any software provided by Markforged or included in a Markforged product and any third party product is provided “as is” and without any warranty.

No Markforged reseller, distributor, agent, or employee is authorized to make any modification, extension, or addition to the exclusive limited warranty set forth herein.

Exclusions. The foregoing limited warranty applies only to hardware products manufactured by or for Markforged that can be identified by the “Markforged” trademark, trade name, or logo affixed to them and which are used only with Markforged proprietary materials, and does not apply to any third party hardware products or to any third party or Markforged software products, even if packaged or sold with the Markforged hardware, all of which are provided “as is” and without warranty. For the avoidance of doubt, if you use the product with materials that were not provided by Markforged, Markforged has no obligation to you under the foregoing limited warranty. Further, the foregoing limited warranty does not apply: (a) to damage caused by use with materials, products or software not developed by Markforged; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake, or other external causes or by failure to follow instructions relating to the product’s use; (c) to damage caused by operating the

product outside the permitted or intended uses described in the product's documentation; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not an authorized representative of Markforged; (e) to a product or part that has been modified to alter functionality or capability without our prior written permission; (f) to consumable parts, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents; or (h) if any Markforged serial number has been removed or defaced.

DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EXCLUSIVE LIMITED WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS, AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED AND MARK FORGED EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL STATUTORY AND IMPLIED WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS, AND REPRESENTATIONS RELATED TO OR ARISING IN ANY WAY OUT OF THESE TERMS OF SERVICE AND YOUR PURCHASE OF PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. Some states, provinces and jurisdictions do not allow the exclusion or limitation on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. The express limited warranty gives you specific legal rights, and you may also have other rights that vary by state, province or jurisdiction.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MARKFORGED IS NOT RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR ANY OTHER REASON, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; REPLACEMENT OF EQUIPMENT OR PROPERTY; COSTS TO PROCURE SUBSTITUTE GOODS; COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH MARKFORGED PRODUCTS; AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. SOME STATES, PROVINCES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Markforged and its affiliates and their respective officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, from and against any suits, claims, investigations, demands, allegations, actions, losses, damages, expenses, costs, settlement amounts, and any and all

other liabilities, including without limitation reasonable attorneys' fees and costs, arising out of or related to your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any laws, rules, regulations or guidelines (including without limitation export control laws) or your violation, misappropriation or infringement of the rights of a third-party.

THIRD-PARTY TOOLS AND WEBSITES

We may provide you with access to third-party tools which we neither monitor nor have any control over. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Third-party links on our Websites may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

INTELLECTUAL PROPERTY

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You may from time to time, make known to us suggestions, enhancement requests, techniques, know-how, comments, feedback or other input with respect to our products and services (collectively, "Feedback") and you hereby grant to us a royalty-free, worldwide, irrevocable, fully paid up, perpetual license to use, disclose, distribute, publicly display and perform, reproduce, license and sublicense, create derivative works, make and have made, and otherwise exploit any Feedback without restriction or obligation of any kind, on account of confidential information, intellectual property rights or otherwise, and may incorporate into

our products and services any service, product, technology, enhancement, documentation or other development (“Improvement”) incorporating or derived from any Feedback.

You hereby grant to Markforged and to authorized users of Markforged products and services a fully paid-up, royalty-free, worldwide, non-exclusive, irrevocable, transferable right and license in, under, and to any patents and copyrights enforceable in any country, issued to, obtained by, developed by or acquired by You that incorporate, are derived from and/or improve upon the intellectual property of Markforged; are developed using Markforged products or services; and are applicable to Markforged 3D printers or software, uses thereof or printing materials thereof.

You agree that Markforged may make nominative use of mark(s) and/or logos owned by you on Markforged.com and/or successor websites and/or printed embodiments of the same identifying you as a customer, and that the fact of your purchase of a Markforged product or service is not confidential. Markforged agrees to disclaim any endorsement or sponsorship by such nominative use of your mark(s) and/or logo(s), and to not use such mark(s) and/or logos in any way which is prejudicial to your reputation or interests or to the status or protection of your mark(s) or logos. Markforged acknowledges that your mark(s), logos and all goodwill associated with them are your exclusive property, and undertakes to cease to use them upon your request or upon termination of these Terms of Service.

You will not disclose our Confidential Information to any third party, other than to employees and contractors, without our express written consent, nor make use of any Confidential Information other than in connection with your use of Materials, Products and Services. You will use at least the same degree of care, but not less than reasonable care, to avoid disclosure of Confidential Information as you use with your own Confidential Information. “**Confidential Information**” shall mean; (i) the Materials, Products and/or Services, including any documentation provided in connection with such Materials, Products and Services, and (ii) any other written, electronic or oral information, disclosed to you which by its nature or the circumstances surrounding disclosure ought reasonably to be treated as confidential.

ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our Websites or in our product documentation that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right, at any time and with or without prior notice (including after you have submitted your order), to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate. Further, our Websites may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.

Notwithstanding the foregoing, we undertake no obligation to update, amend or clarify information on our Websites or in our product documentation, including without limitation, pricing information, except as required by law. We are not responsible if information made

available on our Websites is not accurate, complete or current. The material on our Websites are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on our Websites is at your own risk.

MISCELLANEOUS TERMS

Entire Agreement — These Terms of Service and the documents referenced herein constitute the entire agreement and understanding between you and us and govern your purchases of products and/or services from us, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). We object to and reject any additional or different terms proposed by you, including those contained in your purchase order or other ordering documents, acceptance or website. Our failure to object elsewhere to any provisions of any subsequent document, communication, or act of you shall not be deemed a waiver of any of the terms hereof. Our obligations hereunder are neither contingent on the delivery of any future functionality or features of the products or services nor dependent on any oral or written public comments made by us (including without limitation on our Websites) regarding future functionality or features of any product or service. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party. No employee or agent of Markforged has any authority to vary any of the terms and conditions set forth herein. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms of Service.

Waiver — The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

Applicable Law — To the maximum extent permitted by law, these Terms of Service and any separate agreements whereby we provide you service or products shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A. without reference to conflicts of law principles, and you and we hereby consent to the exclusive jurisdiction and venue of courts in Massachusetts, U.S.A. in all disputes arising out of or relating to these Terms of Service and/or the products or services purchased by you.

Force Majeure — We are not responsible for events beyond our reasonable control, including without limitation any delays in product availability, shipping or delivery, or any delays in performing services or responding to or resolving warranty claims.

Actions Permitted — Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

Relationship of the Parties — We and you agree that no joint venture, partnership, employment, or agency relationship exists between us as a result of these Terms of Service and that we are acting as an independent contractor in performing any services for you.

Severability — If any part of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision so that the terms shall remain in full force and effect, and the remainder of these Terms of Service shall continue in full force and effect.

Assignment — you will not assign or transfer your rights and obligations under these Terms of Service, including any assignment or transfer by operation of law or otherwise, without our express prior written consent. We may freely assign these Terms of Service, including without limitation to our successor in a merger, acquisition or other change of control, including without limitation the sale of all or substantially all of its assets stock or business to which these Terms of Service relate.

No Third Party Beneficiaries — These Terms of Service shall not be interpreted or construed to confer any rights or remedies on any third parties.

Data Protection — You acknowledge and agree that it is necessary for us to collect, process and use your data in order to process sales, perform service, and confirm compliance with applicable laws. We will protect your information in accordance with our Privacy Policy.