

Terms of Service

EIGER.IO Terms of Service and EIGER Software End User License Agreement

Last Updated: August 23, 2018.

Welcome to EIGER and Markforged.com. Before using our Services, you should read these Terms. You must click the "I Agree" button, other button acknowledging Your agreement to these Terms, or provide a legally binding signature or equivalent in order to use the Services. In addition, you must provide an email address for an authorized purchasing or contracting agent or officer within your organization, if any.

By clicking the "I Agree" button (or other button or mechanism designed to acknowledge agreement), or by using the Services, you (a) are indicating that you have read these Terms, understand them, and agree to be legally bound to them, on behalf of the company, organization or other legal entity for which you are acting or for which you are an officer ("Organization") or if there is no Organization, on behalf of yourself as an individual; and (B) you represent and warrant that you have the right, power and authority to act on behalf of and bind your Organization (if any) or yourself (if there is no such entity). A contract is then formed between Markforged and you personally, if you access the Services for yourself, or your Organization.

If you or your Organization (collectively, "You") do not agree to all of these terms or you do not have the right, power and authority to legally bind your Organization or yourself, then (A) do not click "I Agree" but instead click "I Reject" (or other button or mechanism designed to reject these terms); and (B) You are not permitted to access or use the Services; however, any unauthorized use or access by You or Your Organization still constitutes agreement and consent to these Terms.

You may use the Services only in compliance with these Terms and only if you have the power to form a contract with Markforged and are not barred under any applicable laws from doing so. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE SERVICES. Should you have any questions concerning this Agreement, please contact sales@Markforged.com.

1. SERVICES

1.1 Definitions

(a) "Service" means a web- or cloud-based Service which may require a connection to the Internet or a local server, and that Markforged makes available through a Markforged Product, and/or Markforged.com and/or EIGER.IO (the "Sites"), and/or Standalone EIGER.

(b) "Materials" includes, but is not limited to, printing filament materials (including, but not limited to, any and all Composite Filament Fabrication materials or other materials combining any one of Carbon Fiber, Kevlar® Fiber, Fiberglass Fiber, or other fiber with Nylon or any other matrix).

(c) "Products" includes, but is not limited to, Markforged 3D Printers (including, but not limited to, the Mark One Composite 3D Printer), and/or Materials, and/or executable software code made available via the EIGER.IO website and/or Standalone EIGER.

(d) "Services" means the Service, the Materials, the Products, any guides or other documentation provided or made available by Markforged (the "Documentation"),

EIGER.IO and any specific client or server Software providing access thereto, Standalone EIGER, and any and all Markforged Content provided by Markforged hereunder or accessed or generated in connection with the Services.

(e) "Software" means any computer program or similar material, including any modules and components, functions and features of a computer program, made available by or for Markforged or by the Sites for use as part of the Services (whether by download or as a hosted solution or as scripts executed within a browser), and/or Standalone EIGER.

(f) "Authorized Users" means Your individual employees and Your consultants, contractors, and agents with whom you conduct business and whom You have invited to the Sites, provided Standalone EIGER for the Services, or otherwise arranged access to the Sites and/or Services, who access and use the Services only for Your benefit or as part of Your project.

(g) "Entitlements" means Your entitlements to use the Services (such as maximum capacity, transactions, output, hours or other measurements of use, term or duration and any other entitlements specific to such Services) as determined by the Markforged Product,

Services or type or level of Account, Subscription or Membership You subscribed to or licensed.

(h) "Policies" mean collectively the Markforged Privacy Policy <https://markforged.com/library/privacy-policy/> as well as any Entitlements, Documentation, or other terms incorporated into these Terms by reference.

(i) A "Sales Acknowledgement Agreement" ("SAA") is a purchase order, contract, subcontract, grant, or other transactional instrument memorializing acquisition or licensing of the Services or Products and which may include acceptance of License rights hereunder and may be incorporated into these Terms or incorporate these Terms by reference.

(j) A "Federal R&D Agreement" is a purchase order, contract, subcontract, grant, CRADA, Space Act Agreement, Other Transaction Agreement, or other transactional instrument setting forth cooperative research and development activity between Markforged and a United States federal government Organization (including, but not limited to, agencies of the United States, FFRDC institutions, and UARC institutions).

(k) "Moral Rights" are as defined by the Berne Convention for the Protection of Literary and Artistic Works, and in the United States include, but are not limited to, those rights defined in 17 U.S.C. § 106A.

(l) "Derivative Works" include translations, adaptations, arrangements, and alternations referred to in the Berne Convention for the Protection of Literary and Artistic Works, and in the United States include, but are not limited to, Works defined in 17 U.S.C. § 101.

(m) "EIGER.IO" means the EIGER.IO website and Services accessible at <https://www.EIGER.IO> or equivalent or substitute URL or domain provided by Markforged, and all subpages, frames, data, data structures and executable code accessed via the EIGER.IO website.

(n) "Standalone EIGER" means any local, offline, standalone, or native client or application providing access to any part of the functionality of the Service or EIGER.IO, including any local file systems, files, or data structures.

1.2 These "Terms of Services" form a contract. These Terms may use capitalized terms such as "Markforged," or "Services." Capitalized terms are defined throughout these Terms.

1.3 Markforged will provide the Services to You and Your Authorized Users. Subject to these Terms, Markforged will provide the Services and You may access and use the Services and You may permit the Services to be accessed and used by Your Authorized Users provided all such access and use is solely for

Your internal business purposes and is in the form made accessible and/or provided by Markforged. You will be responsible for compliance with these Terms by Your Authorized Users and any other persons who may have access to the Services through You (whether or not such access is authorized by Markforged or within the scope of Your Entitlements). Your Authorized Users will be required to review and agree to these Terms before they access and use the Services. You may not sell or offer to resell the Services in whole or in part. Without limitation of Markforged's obligation to provide the Services, you understand that certain Products or Services may not be available in all locations, may require You to purchase a membership or subscription or pay additional fees and may not be available in all languages. You are responsible for administering any of Your own rules for access to Your site or Your Content by Your Authorized Users. Markforged is not responsible for enforcing any such rules.

1.4 You and Your Authorized Users will need to set up an account to use the Services. You and Your Authorized Users will need Internet access and may need to create or log into an account to use the Services and Markforged reserves the right to require that. You agree that you and Your Authorized Users will not share any user ID or passwords. You agree you will not allow anyone else to access Your account or Your site (except as expressly allowed by these Terms) or do anything else that might jeopardize the security of Your account. You will be solely responsible for arranging and paying any cost for Internet or other network access, equipment, software, Services and other resources required for You to access and/or use the Services ("Access"), including, without limitation, Internet Services provider fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). Markforged will not be responsible for the support of Your Access and will not be responsible for the reliability, security or performance of any Access. Except as otherwise set forth in the Special Services Terms or as described in Your Entitlements, the Services may be accessed on a worldwide basis (although not all Services and functionality referenced in the Services may be available in all countries or locations now or in the future). These terms do not change any territorial restrictions applicable to Your use of any Markforged Product.

1.5 Responsibilities in Registration. When registering with Markforged and/or EIGER.IO you must: (1) provide true, accurate, current and complete information about yourself as requested by the Service's registration form (such information being the "Registration Data") and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Markforged may deny approval or withdraw such approval at any time in its sole discretion, with or without cause. You accept all responsibility for all activity that occurs under your user name and agree that any breach or suspected breach of any of the above representations may result in immediate termination of your account or suspension of

your account. Only you may use your Markforged account. You must keep your account and passwords confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use. Markforged will not be liable for any loss or damage arising from any unauthorized use of your accounts.

1.6 Your Organization's Account. If a third party such as your Organization, employer, or school gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store Your Content uploaded to EIGER.IO or generated using EIGER.IO in your account. If you are an individual Registered User of the Service, and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between Markforged and such organization and controlled by such organization.

1.7 Consent to Information Collected. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect our systems and users, or to ensure the integrity and operation of our Site and the services we provide, our company, personnel and our systems, we may access any information we consider necessary or appropriate, including, but not limited to, IP addresses, information uniquely identifying a client browser or Computer, traffic information, and usage history, and any of Your Content which you have uploaded to EIGER.IO or generated using EIGER.IO. Markforged will use, process and retain this information in accordance with the Markforged Privacy Policy <https://markforged.com/library/privacy-policy/>, including cross-border transfers as described in the policy, as well as applicable terms of Confidentiality regarding Your Content uploaded to EIGER.IO or generated using EIGER.IO in Paragraph 2.5. Markforged personnel will not access Your Content uploaded to EIGER.IO or generated using EIGER.IO except (1) as part of providing, maintaining, securing or modifying Services, (2) at Your request or with Your consent as part of addressing or preventing a Services, support or technical issue, or (3) in connection with legal obligations or proceedings in accordance with Section 2.6 below. Use of Your Personal Information will be as set forth in the Privacy Policy. You acknowledge that provision of the Services necessarily involves technical access, processing and transmission of Your Content uploaded to EIGER.IO or generated using EIGER.IO and Metrics related to use of the Services.

2. YOUR CONTENT

2.1 Your Content. You are the owner of Your Content. "Your Content" expressly excludes all Markforged Content (defined below).

2.2 Definitions.

(1) "Your Content" means, collectively, (a) any files, designs, models, data sets, meshes, geometries, images, documents or similar material submitted, or uploaded to or into the Services by You; and (b) Your specific output generated from the Services, if any, based on Your own raw data or information, including but not limited to physical parts, articles, tools and prototypes per se constructed or fabricated by means of Markforged Services or Products.

(2) "Computer" means (a) a single electronic device, with one or more central processing units (CPUs), that accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions, or (b) a software implementation of such a device (or so-called virtual machine); or (c) a mobile device designed for processing digital or similar information.

(3) "Metrics" means information about You and Your use of the Services (which may include storage space used, features of the Services used, metadata, index and similar information about the content stored, processed or accessed using the EIGER.IO website, online Service(s) and similar information). Metrics also includes information about You and Your users that You provide in connection with Your use of the Services, including Personal Information (the collection, storage and use of which will be subject to the Privacy Policy).

(4) "Confidential Information" means all confidential information disclosed by a Disclosing Party to a Receiving Party, whether orally or in writing, that is designated as confidential. Your Confidential Information shall include Your Content uploaded to EIGER.IO or generated using EIGER.IO; Markforged Confidential Information shall include the Services and related technology, product plans and technical information. Confidential Information shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; (d) was independently developed by the Receiving Party; (e) Metrics or (f) Feedback.

2.3 Your Content is Yours. You maintain ownership of and responsibility for Your Content and responsibility for Your conduct while using the Services. You agree that Your Content uploaded to EIGER.IO or generated using EIGER.IO and Your (and Your Authorized Users) conduct in using the Services will comply with all applicable laws,

rules and regulations, and Policies. By creating, submitting, posting or otherwise making Your Content uploaded to EIGER.IO or generated using EIGER.IO available to Markforged and/or others, You acknowledge and agree that: (1) You will evaluate and bear all risks associated with Your Content; and (2) under no circumstances will Markforged be liable in any way for Your Content as You upload or submit it, including, but not limited to any errors or omissions. Without taking away from Markforged's obligation to provide the Services as may be described in Your Entitlements, You are encouraged to practice effective content retention practices, to maintain copies on Your own computer or local network, to use the latest encryption and other security technology to protect Your Content and to back up and protect the security and confidentiality of Your Content, as applicable to the Services. Use of Your Personal Information will be as set forth in the Privacy Policy.

2.4 What happens when you share Your Content. You are responsible for the administration of access to Your Content by Your Authorized Users including granting and terminating access. You acknowledge that in some cases, a user You have granted access to may have the ability to copy or transfer or save Your Content outside of the Services and suspending or terminating access will not delete or inhibit access to content that was earlier copied or transferred. You waive "moral" rights or other rights with respect to attribution of authorship of Your Content uploaded to EIGER.IO or generated using EIGER.IO.

2.5 Confidentiality. You or Markforged (as the "Disclosing Party") may disclose Confidential Information to the other party (the "Receiving Party") in connection with the Services. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (1) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and any Sales Acknowledgement Agreement, and (2) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, Services providers and agents who need such access for purposes consistent with these Terms and any Sales Acknowledgement Agreement, and who are subject to confidentiality obligations with the Receiving Party containing protections no less stringent than those herein.

2.6 Legal Related Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted). You agree and acknowledge that Markforged may access and disclose Your Content uploaded to EIGER.IO or generated using EIGER.IO to

comply with any legal obligations or governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Markforged or at your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to such Confidential Information.

2.7 Deleting Your Content. If You delete Your Content uploaded to EIGER.IO or generated using EIGER.IO from the Services, You understand it may persist in backup copies. In addition to Markforged's rights to delete Your Content uploaded to EIGER.IO or generated using EIGER.IO upon expiration or termination of these Terms under Section 8 (Termination), Markforged has the right (but not the obligation) to delete inactive sites or accounts or purge related content (and all backups thereof), without further notice and without liability for deletion or failure to store such content. Markforged shall have no responsibility or liability for deletion based on Your settings or actions or inactions or for any failure to delete Your Content uploaded to EIGER.IO or generated using EIGER.IO.

2.7 License and Access Sufficient to Maintain Services. Please note that you retain all copyrights to Your Content; so in all cases it remains your property, however, by posting Content to our Sites, you grant us a nonexclusive, royalty-free and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content only in connection with our provision of the Services.

3. RESTRICTIONS

3.1 Restrictions applicable to the Services. This is a contract for Services that is personal to You and applies to your Organization if any, and You will not and will not encourage, assist, or permit any third party to:

1. modify, alter, tamper with, repair, translate, adapt, arrange, or create derivative works based on the Service(s), Products or any Software, except as permitted herein;
2. decompile, disassemble or otherwise reverse engineer the Service(s), Products, Materials, or Software 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 Service(s), Products, Materials or Software or any component thereof, or used to provide or access the Service(s), Products, or Software, or create derivative works based upon the Service(s), Products, Materials or Software or any component thereof, except and only to the extent that the applicable law expressly permits doing so. For the purposes of clarity,

you agree that any decompilation, disassembly, or reverse engineering of any of the Service(s), Products, Materials, or Software are “using the Intellectual Property of Markforged”;

3. use the Service(s), Products, or Software in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, any Documentation or any other policy, instruction or terms applicable to the Service(s), Products, or Software;
4. distribute, rent, loan, lease, sell, resell, sublicense, or otherwise transfer all or any portion of the Service or Software, your rights with respect to the Service or Software or Your Entitlements or any part of these Terms, to any other person or legal entity;
5. remove, alter, or obscure any copyright, trademark, confidentiality or other proprietary notices, labels, or marks from, on or pertaining to the Service(s), Products, or Software;
6. utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by Markforged in connection with the Service(s), Products, or Software or access the Service(s), Products, or Software with any code, serial number, or other copy-or access protection device not supplied by Markforged directly or indirectly;
7. share passwords or other access information or devices or otherwise authorize any third party to access or use the Service(s), Products, or Software;
8. impersonate another person or entity, or submit misleading or false declarations concerning your affiliation with a person or entity, or use proxy or anonymizing servers, or falsify headers or manipulate identifiers or addresses in any other way for the purpose of concealing the origin of any Data sent via the Service(s), Products, or Software;
9. interfere with or disrupt the Service or servers or networks used by Markforged to provide the Service, used by other users to access the Service, or connected to any website through which the Services are provided;
10. cause, in Markforged's sole discretion, inordinate burden on the Service or Markforged's system resources or capacity;
11. use the Service to perform any stress, vulnerability, penetration, availability, or performance testing on, or otherwise attempt to access in a manner not expressly permitted by Markforged, any network, system, server, or computer hosting the Services or related Software
12. use the Service(s), Products, or Software in connection with the operation of nuclear facilities, aircraft navigation, communication

systems, medical devices, air traffic control devices, real time control systems or other situations in which the failure of the Service(s), Products, or Software could lead to death, personal injury, or physical property or environmental damage;

13. use the Service(s), Products, or Software to: (a) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; or (b) store or transmit inappropriate content, such as content containing any material that encourages conduct that could constitute a criminal offense, or in a way that violates or infringes upon the intellectual property rights of any third party or that may otherwise be unlawful or give rise to civil or criminal liability;
14. use the Service(s), Products, or Software to collect, upload, transmit, display, print, extrude, deposit or distribute any Content that forms illegal materials; is unlawful, tortious, threatening, harmful, intentionally misleading, unlawfully obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; is otherwise objectionable; is harmful to minors in any way; or is in violation of any law, regulation, or obligations or restrictions imposed by any third party;
15. unless your Organization is an Agency of the United States Government or an authorized contractor contracting with the United States Government to do so, to use the Service(s), Products, or Software to experiment with ordnance or collect, upload, transmit, display, print, extrude, deposit or distribute any Content that contributes to the creation or modification of any firearm slide, lower, upper, upper receiver, lower receiver, barrel, bolt, or any other firearm or ordnance component, in whole or in part, that is capable of containing pressures in excess of 500 PSI;
16. enable use or access of the Service(s), Products, or Software other than by Authorized Users; or
17. use the Service(s), Products, or Software for any other benchmarking or competitive purposes or attempt to create similar Service(s), Products, or Software through use of the Service(s), Products, or Software.

Markforged has the right (but not the obligation) to monitor and audit Your (and Your Authorized Users') usage of the Service(s), Products, or Software to verify compliance with these Terms, and to investigate, and/or take appropriate action against You in our sole and absolute discretion if you demonstrate an intent to violate, violate or appear to violate the Restrictions applicable to the Services or any other provision of these Terms of Use or otherwise create liability for Markforged

or any other person. Such action may include removing or modifying your Content uploaded to EIGER.IO or generated by EIGER.IO or terminating your Account(s) in accordance with section 3.2 or otherwise, and/or reporting you to law enforcement or regulatory authorities. Any use or access other than in accordance with these Terms is unauthorized.

3.2 Suspension of the Services. If Markforged is made aware or believes in good faith that Your Content or conduct (or that of Your Authorized Users) may (1) violate these Terms (including, without limitation, any Policy or Sales Acknowledgement Agreement), (2) violate any law, regulation, or rights of a third party, including, but not limited to, rights under the copyright law and prohibitions on libel, slander, and invasion of privacy, (3) pose a security risk to the Services or any users of the Services, or otherwise adversely impact the Services or the systems or the content of any other user, or (4) subject Markforged or any third party to liability, Markforged has the right, but not the obligation, to immediately disable or suspend access to Your Content uploaded to EIGER.IO or generated by EIGER.IO and/or suspend Your access to the Services (or take other action as may be required to comply with law) without notice to You. You acknowledge and agree that Markforged also may suspend or terminate Your access to the Services if any information You provide to Markforged in connection with Your registration for, or use of, the Services is or becomes false, inaccurate, obsolete or incomplete. Markforged may remove any content that is posted to the Services without notice if it believes that such content exceeds Entitlement (or, if the Entitlement does not specify, reasonable) storage limits.

4. PRIVACY

4.1 The Markforged Privacy Policy applies to Your Use of the Services. You understand and agree that by using those Services accessed via EIGER.IO, You consent to the collection, use, processing, and storage of Your Personal Information as described in the then-current Privacy Policy, including cross-border transfers as described in the Privacy Policy. The Privacy Policy is incorporated into these Terms by this reference.

4.2 You are responsible for certain permissions. You acknowledge and agree that You are responsible for compliance with all applicable privacy and data protection laws related to Personal Information provided to Markforged in connection with use of the Services by You or Your Authorized Users or personnel, including any applicable requirements related to notice, consent, transfer (including cross-border transfer), disclosure, and use of Personal Information in connection with the Services, including as described in the Privacy Policy. Without limiting the foregoing, You will ensure that You have obtained consents, to the extent necessary, to provide Personal Information to be transferred to, collected, stored, used and otherwise processed by Markforged and its Services providers,

and that any individual who accesses or uses the Services has been made aware of the Privacy Policy.

4.3 Services Providers. You acknowledge that Markforged may use third-party Services providers in connection with the Services, including without limitation the use of cloud computing Services providers which may transmit, maintain and store Your Content and data uploaded to EIGER.IO or generated by EIGER.IO using third-party computers and equipment in locations around the globe.

4.4 Consent to Markforged Use of Product and/or Material Usage Data. When you use those Services accessed via EIGER.IO, Markforged and/or EIGER.IO may collect and store Product and/or Material usage data, specifically: product launch and closure which allows us to calculate length and number of product usage sessions; as well as Markforged product commands and operations used. Those Services accessed via EIGER.IO may automatically connect to the Internet to send this information to Markforged's and/or any or all of its service providers' servers. The purpose of collecting this information is to gather product usage information for product development purposes, for example by allowing Markforged to improve its product offerings and/or to better understand what products and product features users find most useful. Markforged will use, process and retain this information in accordance with the Markforged Privacy Policy <https://markforged.com/library/privacy-policy/>, including cross-border transfers as described in the policy. If you do not agree to the collection and these uses of data, please do not install, download, access, or otherwise copy or use all or any portion of the Services.

4.4 Consent to Reseller use of Product Usage Data. When you use those Services accessed via EIGER.IO, Markforged and its Resellers (and third parties acting on behalf of Markforged and its Resellers) may obtain certain information and data with respect to you (including personal information) and your business in connection with these Terms, including information and data regarding your purchase order, registration, activation, updating, validating entitlement to, and access to Markforged Services. You consent to Markforged maintaining, using, storing and disclosing such information and data in conformity with Markforged's Privacy Policy as it may be updated from time to time, as currently located at <https://markforged.com/library/privacy-policy/>, and providing this information and data to Markforged Resellers and other third parties in connection with the provision, maintenance, administration or usage of Markforged Services or in connection with enforcement of any agreements relating to Markforged Services.

4.7 Intellectual Property Notice, Site Design. All design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement available from the Services are:

Copyright © Markforged 2013-2015, and/or the proprietary property of its suppliers, affiliates, or licensors. All Rights Reserved.

4.8 Intellectual Property Notice, Marks. Markforged and the Markforged logo are including without limitation, either trademarks, service marks or registered trademarks of Markforged, Inc., and may not be copied, imitated, or used, in whole or in part, without Markforged's prior written permission or that of our suppliers or licensors. Other product and company names may be trade or service marks of their respective owners.

5. MARKFORGED PROPRIETARY RIGHTS

5.1 Proprietary Rights. Markforged may have patents, patent applications, trademarks, copyrights, trade secrets or other intellectual property rights (collectively "Intellectual Property") covering subject matter that is part of the Service(s), Products, Materials, or Software. You acknowledge and agree that Markforged and its licensors own all right, title, and interest in all Intellectual Property that relates to the Service(s), Products, Materials, or Software and the use thereof. No right or license in Intellectual Property is granted to You by implication, estoppel or otherwise, unless, and only to the extent, expressly set forth herein or in other written documentation provided by Markforged. Unless we have granted you licenses to our intellectual property in these Terms, our providing you with the Service does not give you any license to our intellectual property. Except as required by law or as expressly set forth in written documentation provided by Markforged, Intellectual Property directed to a combination of features of the Service(s), Products or Software is licensed only upon purchase or license of the entire combination of Service(s), Products, Materials or Software from Markforged or its authorized reseller and only for use of the specific Service(s), Products, Materials or Software so purchased or licensed. Any rights not expressly granted herein are reserved.

5.2 License. You hereby grant to Markforged and to Authorized Users of Markforged Service(s), Products, Materials or Software 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 that incorporate, are derived from and/or improve upon the Intellectual Property of Markforged; are developed using the Service(s), Products or Software; and are directed to 3D printing equipment or software, uses thereof or printing materials thereof.

5.3 Your Feedback. Markforged will have (and You grant) a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any ideas, comments, suggestions, feedback, requests or other

recommendations that You or Your Authorized Users provide, relating to the Service(s), Products, Materials, Software and/or Markforged Content, and/or to modifications, enhancements, improvements or other changes to the Service(s), Products, Materials, Software, and/or the Markforged Content ("Feedback"), Markforged shall be free to use Feedback in any manner and for any purpose (including, without limitation, incorporation in Markforged's Service(s), Products, Materials, Software or Content and advertising and marketing materials, and developing and marketing products and services) without liability or compensation to you or restriction of any kind.

5.4 "Markforged Content" means, collectively, content issued and authorized by us and used in connection with the Service(s), Products, Materials, and Software, including, but not limited to, Standalone EIGER or EIGER.IO or software reinforcing fiber routing algorithms, patterns, and routines that generate the same; material fabrication processes; Standalone EIGER or EIGER.IO or software generated interior designs of reinforced fiber and surrounding and supporting material; Standalone EIGER or EIGER.IO or software generated tool paths for reinforcing fiber and surrounding and supporting material; Standalone EIGER or EIGER.IO or software interim data structures including temporary files and databases; formulations of consumables and fiber reinforced printing materials as Products or Materials; and documentation.

5.5 Markforged Content - Restrictions on Your Use. Except to the extent expressly authorized under applicable law overriding these restrictions, you agree that you will not sell, lease, lend, convey, transmit, modify, adapt, translate, decompile, reverse engineer, disassemble, separate, disassociate or attempt to derive source code from the Services and/or the Markforged Content. You agree not take any action to jeopardize, encumber, limit, or interfere in any manner with Markforged's or its licensors' ownership and rights with respect thereto.

5.6 Markforged Content – Your License. You have only the limited rights to use the Services as are expressly granted to You under these Terms and no other rights are granted or conveyed, or shall be deemed to be granted conveyed, whether by implication, estoppel, or otherwise. Your access is to the Service(s). Subject to the terms and conditions of these Terms, functionalities of the Service(s), and any additional licensor and/or other restrictions, you are hereby granted a limited, revocable, non-exclusive, license:

1. to access through the Service(s), Markforged Content;
2. to parameterize, adjust, incorporate, drag, drop, and resize Markforged Content to create output within the Services;

3. save output including Markforged Content within the Services only;
4. to print physical parts including Markforged Content within the Services only and using Markforged Products and Materials only, and
5. to use, distribute and display such output including Markforged Content as printed physical parts.

You acknowledge and agree that all other rights or sub-divisions of rights (including those generally included in copyright) are excluded from this license and remain, as between you and us, our sole property. You acknowledge and agree that violation of any Restriction listed in provisions 3.1-1. through 3.1-17. immediately terminates all Markforged Licenses to You and/or Your Organization.

5.7 Markforged Content – Limitations.

Notwithstanding anything to the contrary, (1) you are expressly prohibited from using, selling, licensing or sublicensing, publishing or republishing, distributing, redistributing, exploiting or otherwise making available any of Markforged Content: (a) to any publication, web site or Services (whether such publication, web site or Services is online, mobile or otherwise) with a substantial focus on 3D printing or 3D printing CAM solutions; or (b) other than as expressly permitted herein; and (2) you must not remove any link or copyright, trademark or other proprietary notice from Markforged Content.

5.8 No Joint Works. You and Markforged do not intend to merge any of Markforged Content and Your Content into inseparable or interdependent parts of a unitary whole, and no joint works are to be created or shall be deemed to have been created hereunder.

6. INDEMNIFICATION AND WARRANTIES.

6.1 Indemnification. You shall, at Your sole expense and to the fullest extent permitted by law, indemnify, defend (at Markforged's request), and hold harmless Markforged against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Markforged by reason of any claim, suit or proceeding ("Claim") arising out of or in connection with: (1) Your Content or use of Your Content, including, without limitation, any assertion that Your Content or the use thereof may infringe any copyright, trademark, or other intellectual property or other rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials or use thereof caused death or bodily injury or damage to the real or tangible property of any third party; (2) any breach of or failure by You or Your Authorized Users to comply with these Terms or any Policies or Sales Acknowledgement Agreements; or (3)

use of the Services by You (or anyone who accesses the Services through You). If requested by Markforged to defend a Claim, You will not agree to any settlement without the prior written consent of Markforged, and Markforged shall have the right to participate, at its own expense, in the defense of any Claim with counsel of its own choosing.

6.2 Warranties. You acknowledge and agree that (1) You have the requisite rights to submit, develop and use Your Content in connection with the Services; (2) Your Content does not infringe or misappropriate any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations; and (3) any information You provide in connection with Your registration for, or use of, the Services is and shall remain true, accurate, and complete, and that You will maintain and update such information regularly.

7. LIMITED WARRANTY; LIMITATION OF LIABILITIES

7.1 Limited Warranty. Markforged warrants that, as of the date on which the Services are delivered to You and for ninety (90) days thereafter ("Warranty Period"), the Services will provide the general features and functions described in the User Documentation portion of the Services. Markforged's entire liability and Your exclusive remedy during the Warranty Period ("Limited Warranty") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Markforged option, (1) to attempt to correct or work around errors, if any, or (2) to refund the purchase price and/or fees, if any, paid to Markforged and terminate this Agreement or the license specific to such Services. Such refund is subject to the return, during the Warranty Period, of any Markforged Products or Documentation to Markforged office or the Reseller from which YOU acquired the Markforged Content.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. MARKFORGED DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

7.2 No Other Warranties. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARKFORGED AND ITS SUPPLIERS MAKE, AND YOU RECEIVE, NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO ANY MARKFORGED SERVICES. ANY STATEMENTS OR REPRESENTATIONS ABOUT

THE MARKFORGED SERVICES AND THEIR FEATURES OR FUNCTIONALITY IN THE MARKFORGED CONTENT OR SERVICES OR ANY COMMUNICATION WITH YOU ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. WITHOUT LIMITING THE FOREGOING, MARKFORGED DOES NOT WARRANT: (1) THAT THE OPERATION OR OUTPUT OF THE SERVICE(S) WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE, OR COMPLETE, WHETHER OR NOT UNDER SUBSCRIPTION OR SUPPORT BY MARKFORGED OR ANY THIRD PARTY; (2) THAT ERRORS WILL BE CORRECTED BY MARKFORGED OR ANY THIRD PARTY; OR (3) THAT MARKFORGED OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR SUPPORT REQUEST OR THAT SUCH RESOLUTION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

7.3 Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (1) IN NO EVENT WILL MARKFORGED BE LIABLE HEREUNDER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER DAMAGES OF LIKE KIND WHATSOEVER (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, OR ANY OTHER SIMILAR COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR WILL ANY OF THE FOREGOING PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM A FORCE MAJEURE OR AN ACT OF A THIRD PARTY OR OF NO FAULT ON ITS BEHALF; AND (2) THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF MARKFORGED FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO THE SERVICES OFFERING SHALL NOT EXCEED (a) ALL AMOUNTS PAID OR DUE FROM YOU FOR ACCESS TO THE SERVICES OFFERING GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM (NO MATTER WHEN PAYMENTS WERE ACTUALLY MADE), OR (b) ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

7.4 Functionality Limitations. The Products and Services are commercial professional tools intended to be used by trained professionals only. Particularly in the case of commercial professional use, the Products and

Services are not a substitute for your professional judgment or independent testing. The Products and Services are intended only to assist you with your design, analysis, simulation, estimation, testing and/or other activities and are not a substitute for your own independent design, analysis, simulation, estimation, testing, and/or other activities, including those with respect to product stress, safety and utility. Due to the large variety of potential applications for the Products and Services, the Products and Services have not been tested in all situations under which they may be used. Markforged will not be liable in any manner whatsoever for the results obtained through use of the Products and Services. Persons using the Products and Services are responsible for the supervision, management, and control of the Products and Services and the results of using the Products and Services. Persons using the Products and Services are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, and other characteristics of any output of the Products and Services, including, without limitation, all items designed or manufactured with the assistance of the Products and Services. You further acknowledge and agree that the Products and Services form part of your total unique hardware and software environment to deliver specific functionality, and that the Products and Services provided by Markforged may not achieve the results you desire within your design, analysis, simulation, estimation, and/or testing constraints.

7.5 Basis of the Bargain. The parties agree that releases, waivers, warranty disclaimers, limitations of liability and indemnities in these Terms are a fundamental basis of the bargain between You and Markforged, and are a material part of the consideration received by Markforged for the provision of the Services under these Terms, and Markforged would not have entered into these Terms and provided the Services in the absence of such releases, waivers, warranty disclaimers, limitations of liability and indemnities.

8. TERM AND TERMINATION.

8.1 Term and Termination. These Terms shall become effective on the date You first agree to these Terms by selecting the box indicating that you have read and agree to these Terms or, if earlier, the date You first access or use the Services ("Effective Date"). The term of the Agreement ("Term") shall extend from the Effective Date until this Agreement is terminated or expires as described in this Section 8. Each of Markforged or You may terminate these Terms, if the other party is in breach of the Terms and fails to cure such breach within ten (10) days after written notice of the breach. In addition, Markforged may, as an alternative to termination, suspend the Services and Your access to the Services, and/or other Markforged obligations or Your rights under these Terms, if You fail to make a payment to Markforged or a distributor or Reseller authorized directly or indirectly by Markforged

or otherwise fail to comply with the provisions of these Terms or Sales Acknowledgement Agreements relating to any such Services. Markforged may also terminate this Agreement if You become subject to bankruptcy proceedings, become insolvent, or make an arrangement with Your creditors. Markforged may terminate or modify this Agreement if the continued provision of the Services to You or Your users is prohibited by applicable law or as otherwise required by applicable law. These Terms will terminate automatically without further notice or action by Markforged if You go into liquidation. You acknowledge and agree that Markforged may assign or sub-contract any of its rights or obligations under these Terms. You may terminate these Terms at any time, with or without cause, effective upon notice of termination provided that under no circumstances will You be entitled to refund for any fees paid or credit against fees due in connection with the Services. Unless earlier terminated in accordance with this Section 8, these Terms shall automatically terminate on the first to occur of (1) the date or end of the term of the Services identified in Your Entitlements, (2) the expiration or termination of a Sales Acknowledgement Agreement, (3) the removal of the Services from the Markforged Product or Your Entitlements, or (4) the discontinuation of the Services by Markforged. Without limitation of anything in this paragraph, for all Services accessed as part of Subscription or Membership, these Terms and Your access to the Services will terminate when Your Subscription or Membership (and the applicable Subscription or Membership Program Terms) terminates or expires.

8.2 Effect of Termination. Upon any termination of these Terms for any reason, You and Your Authorized Users must immediately cease using the Services. Termination of these Terms does not affect, or give You any right to terminate, any Sales Acknowledgement Agreement. It is Your responsibility to retain copies of Your Content uploaded to EIGER.IO. Upon termination Markforged shall have the right to immediately deactivate Your account(s) and suspend access to Your Content uploaded to EIGER.IO or generated by EIGER.IO and, following the Content Retrieval Period, may delete, without notice, Your Content uploaded to EIGER.IO or generated by EIGER.IO, if any, and all backups thereof, and Markforged shall not be liable for any loss or damage which may be incurred by You or any third parties as a result of such deletion.

8.3 Content retrieval after termination. Within thirty (30) days following the end of the term of Your Services ("Content Retrieval Period"), You may request retrieval of Your Content uploaded to EIGER.IO from the Services by Markforged. Provided You have paid all amounts due in connection with the Services, Markforged will, at Markforged's election, either (1) grant You limited access to the Services for the sole purpose of allowing You to retrieve Your available Content uploaded to EIGER.IO or (2) make such Content otherwise available to You, each of (1) and (2) at Markforged's then-current daily professional Services rates. You acknowledge and

agree that violation of any Restriction listed in provisions 3.1-1. through 3.1-17. immediately terminates any right you may have to Content Retrieval under this section.

9. GENERAL.

9.1 The Services may change. These Terms may change. Markforged reserves the right, from time to time in its sole discretion, to (1) modify or release subsequent versions of the Services, (2) impose license keys, authorizations, or other means of controlling access to the Services, and (3) change or discontinue the Services or the products, functionality or Services comprising the Services, limit the availability of a Services to any geographic area or language at any time. You acknowledge and agree that Markforged may at any time make feature or functionality updates to the Services, but that Markforged is under no obligation to provide any maintenance, support, or upgrades for the Services (including, without limitation, any Upgrades). Markforged does not warrant or ensure that the version of the Services you acquire will be compatible with any future major or minor release, version or Upgrade of the Services. Markforged will endeavor to inform You of major changes to the Services (including the Entitlements applicable to a Services). Markforged will provide You ninety (90) days advance notice if Markforged discontinues the Services in its entirety. Additionally, if Markforged makes a material modification to these Terms, Markforged will provide notice to You. Notice will be provided (i) via email to the registered email address or (ii) via notice in the administrator site or account of Your site or account, or (iii) via any other manner deemed reasonable by Markforged which involves specific notification to You (including, for example, by in-Services notification functionality). Notice of other changes may be provided via www.EIGER.IO or www.Markforged.com. Notwithstanding the forgoing, modifications to the Privacy Policy will be handled as described in the Privacy Policy. Except as may be otherwise expressly set forth in the Membership Program Terms, if a modification to the Entitlements or these Terms has a material adverse effect on You and You do not agree to the modification, You must notify Markforged of the same by email to sales@Markforged.com within thirty (30) days after Markforged's notice of the modification. Such notification shall be considered a termination by You pursuant to Section 8. If You so notify Markforged, Your use and access to the Services will (even if you click to agree or acknowledge the modified Terms) remain governed by the Terms in effect immediately before the change (except to the extent modifications were made to comply with applicable law) until (x) the end of the then-current term identified in Your Entitlements, or (y) sixty (60) days after Markforged's notice of the modification, whichever is earlier. In the event of such termination by You, Markforged (or the applicable third party) will refund the prorated portion of any prepaid fees applicable to the remaining term after the effective date of termination. Such date will be the end of the Term of Your Services. If the Services or the Term is

renewed or extended, it will be under the then-current Terms. You acknowledge that Your commitments with respect to the Services are not contingent on delivery of future Services features or functionality (or oral or written statements about future features or functionality).

9.2 Contracting Party; Governing Law. You are contracting with Markforged, Inc. with an address at 480 Pleasant St., Watertown, MA 02742, USA. This Agreement shall be governed by the laws of the State of Massachusetts, without regard to the conflict of laws provisions thereof. In no event shall either the United Nations Convention on Contracts for the International Sale of Goods or any adopted version of the Uniform Computer Information Transactions Act apply to, or govern, this Agreement. In the event either party initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive jurisdiction of such action shall be in the state and federal courts in Boston, Massachusetts. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will, only to the extent required by applicable law, be subject to the laws of your state of residence in the United States, or, if you live outside the United States, the laws of the country in which you reside. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts for Massachusetts, USA, for all disputes arising out of or relating to these Terms. Markforged may assign this contract to another entity at any time with or without notice to you. Claims must be filed within one year. You must bring any claim related to these Terms or the Service within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

9.3 Government Acquisition.

1. Notwithstanding the provisions of Section 9.2, for Organizations and/or acquirors that are entities of the United States federal government or acquiring on behalf of the United States federal government, this Agreement shall be governed by the relevant federal law, including the federal law of contracts; and assignment of claims or contracts shall be pursuant to the applicable Federal Acquisition Regulations.
2. Notwithstanding the provisions of Section 6.2, nothing in this Agreement shall require a United States federal government Organization or acquiror to take action prohibited by, or contrary to, laws and regulations governing export controls or classified information.
3. With respect to United States federal government Organizations and/or acquirors,

the indemnification and hold harmless provisions of Sections 6.1 and 7.5 shall be deemed to apply only to the extent permitted, if at all, by federal statute and regulation, and nothing in this provision shall be construed to create an unfunded contingent liability in violation of the Anti-Deficiency Act or any other federal fiscal law or regulation.

4. No U.S. Government funds given in connection with this Agreement were, shall be or shall be deemed to have been paid for development of any Markforged Product or Service.
5. Notwithstanding Section 9.9, if a Federal R&D Agreement is effective between Markforged and a United States federal government Organization, in the event of a conflict or inconsistency between these the Federal R&D Agreement and any of these Terms, a Sales Acknowledgement Agreement or a Policy, the Federal R&D Agreement will control, even if federal government Organization employees, contractors, and its contractor employees must, at a date subsequent to the effective date of this agreement, click through successor Terms in order to utilize the Markforged software and products.
6. For U.S. Government procurements, Markforged Services are deemed to be "Commercial Items" as defined at 48 C.F.R. 2.101 and 48 C.F.R. Part 12.212. If acquired by or on behalf of a civilian agency, the U.S. Government agrees to acquire commercial computer software and/or commercial computer software documentation in the Services subject to the terms of this License as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulation ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government agrees commercial computer software and/or commercial computer software documentation in the Services are subject to the terms of this License as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4 of the DOD FAR Supplement ("DFARS") and its successors, and consistent with 48 C.F.R. 227.7202. This U.S. Government Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the Services under this Agreement and in any Subcontract under which this commercial computer software and commercial computer software documentation is acquired or licensed. Any use, modification, reproduction release, performance, display or disclosure of the Services by the U.S. Government shall be solely in accordance with

the commercial license rights and restrictions described herein.

9.4 Export control laws apply. You acknowledge and agree that Your use of the Services is subject to compliance with United States and other applicable country export control and trade sanctions laws, rules and regulations, including, without limitations the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury ("Export Control Laws"). You shall be solely responsible for complying with the Export Control Laws and monitoring any modifications to them. You represent and warrant that (1) You are not a citizen of, or located within, a nation that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea); (2) You are not identified on any U.S. government restricted party lists (including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals and Other Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists); (3) You will not, unless otherwise authorized under the Export Control Laws, use the Services in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications; and (4) that no part of Your Content is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You agree that You will not use the Services to disclose, transfer, download, export or re-export, directly or indirectly, Your Content, third party materials or any other content or material to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which You may be subject.

9.5 General. The parties' relationship to each other under these Terms is strictly that of independent contractors and nothing in these Terms shall in any way constitute or be construed as evidence of intent to establish any association, partnership, joint venture or other relationship. Each party will be responsible for covering their respective costs and expenses in performing their duties under these Terms, unless expressly provided otherwise herein. If for any reason a court of competent jurisdiction finds any provision of these Terms, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and the remainder of these Terms shall continue in full force and effect. The section headings used in these Terms are for convenience only and will not be given any substantive effect. When used in these Terms, "includes" or "including" will be deemed to mean "including but not limited to" or "include but are not limited to." The English language version of these Terms is legally binding in case of any inconsistencies between the English version and any translations. The

parties hereto confirm that it is their wish that these Terms, as well as other documents relating hereto, including Notices, have been and will be written in the English language only. A party may only waive its rights under these Terms by a written document executed by both parties. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof. You may not assign or delegate these Terms or any of Your rights or obligations hereunder. Any unauthorized assignment will be null and void.

9.6 Notices. We may send you, in electronic form, information about the Service, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Service or by access to a website that we identify. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Service. You may provide legal notice to us via email to legal@Markforged.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: Markforged, Attn: Legal, 480 Pleasant St., Watertown, MA 02742, USA. Any such notice, in either case, must specifically reference that it is a notice given under these Terms.

9.7 Force Majeure. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorism or terrorist acts, war, failure or interruption of the Internet or third party Internet connection(s) or infrastructure, power failures, acts of civil and military authorities and severe weather. Such party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

9.8 Survival All provisions of these Terms of Service which, by their nature, should survive the expiration or termination of your relationship with Markforged shall survive such expiration or termination, including, without limitation, 1.3 (Authorized Users), 1.7 (Consent to Information Collected), 2 (Your Content), 3 (Restrictions), 4 (Privacy), 5 (Markforged Proprietary Rights), 6 (Indemnification and Warnings), 7 (Limited Warranty; Limitations of Liability), 8 (Term and Termination), 9 (General), and 9.3 (Government Acquisition) will survive any termination or expiration of this Agreement.

9.9 Entire Agreement. These Terms (including, without limitation, the Sales Acknowledgement Agreements and Policies) contain the entire agreement between You and Markforged with respect to the subject matter hereof and supersede all prior or contemporaneous

communications and proposals, whether electronic, oral or written, between You and Markforged with respect to the Services. In the event of a conflict or inconsistency between these Terms and any Sales Acknowledgement Agreement or Policy, these Terms will control, except that a Sales Acknowledgement Agreement will control to the extent that it expressly overrides these Services Terms with respect to the Services.

If You do not agree to all of the terms and conditions of these Terms, You should not select the "I Agree" button or box (or other mechanism designed to acknowledge agreement) indicating that You have read and agree to these Terms and You are not permitted to access or use the Services; however, any unauthorized use or access by You still constitutes agreement and consent to these Terms.

You can access a copy of these terms on the Markforged website at <https://www.eiger.io/settings?s=terms> or any successor or supplemental web page of Markforged. You should print and keep a copy of these Terms for Your records.

YOUR ORGANIZATION :

SIGNED: _____

Printed Name: _____

Title: _____

Date: _____