

3DILIGENT CORPORATION
MARKETPLACE CUSTOMER AGREEMENT (2016-09-07)

This Customer Agreement ("**Agreement**") is effective as of the date upon which you ("**Customer**") first create your account with the Service (defined below). This Agreement sets forth the terms and conditions between 3Diligent Corporation ("**3Diligent**") and Customer under which Customer may procure of products and/or services from 3Diligent vendors ("**Vendors**").

This Agreement controls the relationship between 3Diligent and Customer as well all dealings between any Customer and any Vendor so as to permit Customer to send and review requests ("**RFQs**") for quotation for 3D printing, design, manufacturing and finishing services through the 3Diligent service ("**Service**"), to review responses thereto from Vendors, negotiate and agree upon terms, and purchase services from one or more Vendors on a one time or repeat basis. 3Diligent does not guarantee that any Vendor will respond to any particular RFQ.

Unless otherwise specifically agreed to in writing by 3Diligent and Customer, this Agreement shall apply to each RFQ and each agreement ("**RFQ Contract**") between Customer and Vendors formed using the Service and all negotiations therefore and transactions related thereto or thereafter. This Agreement may be updated by 3Diligent from time to time by providing notice to Customer of any such change including posting notice of such change on the 3Diligent website. Customer's submission of any RFQ shall constitute agreement to the then current terms hereof. It is the responsibility of Customer to review the most current Agreement prior to issuing any new RFQ. In the event of any dispute between this Agreement and any RFQ or RFQ Contract, this Agreement shall control. The most recent version of this Agreement shall be available at all times in the Customer Knowledge Center section of the Customer Portal.

1 3DILIGENT SERVICE.

1.1 License. Customer is granted a limited revocable license to use the Service for the sole purpose of sending RFQs to Vendors along with data and specifications relating to the RFQ, proposing terms specifying Customer's requirements, negotiating and agreeing to specific terms between Customer and Vendors, forming RFQ Contracts, and making payment of the agreed price and confirming delivery and acceptance of any order placed thereunder.

1.2 Limitations. The Service is provided to you AS IS. Customer may access and use the Service solely as intended and as permitted under this Agreement. Customer may not copy, reproduce, collect, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any information that Customer may obtain through any use of the Service in any manner or for any purpose other than as provided herein without the prior written consent of 3Diligent. 3Diligent reserves all rights not expressly granted in and to the Service and the Content. 3Diligent shall not be a party to any agreement between Customer and Vendor reached via the Service but shall be a third party beneficiary thereto and shall have the right but not the obligation to enforce the terms of any such agreement.

1.3 Quality of Work. Customer understands and acknowledges that 3Diligent is not responsible for ensuring the performance or quality of performance of any Vendor under any agreement reached via the Service. While 3Diligent maintains certain procedures to protect Customers, 3Diligent does not and cannot in any way guarantee the full performance of Vendors. Vendor warrants that the product manufactured by Vendor will substantially meet the features of the indicated RFQ Contract within the limitations of 3D printing and advanced manufacturing technology and will be delivered reasonably near the projected delivery date. Customer waives any legal or equitable rights or remedies against 3Diligent with respect thereto, and, to the extent permitted by applicable law, Customer agrees to indemnify and hold harmless 3Diligent its

3DILIGENT CORPORATION
MARKETPLACE CUSTOMER AGREEMENT (2016-09-07)

owners, operators, partners, parents, subsidiary corporations, to the fullest extent allowed by law regarding all matters related to your use of the Service.

2 3D PRINTING, MANUFACTURING AND FINISHING SERVICES

2.1 Customer Request for Quotations (RFQ). Customer may use the Service from time to time to issue RFQs for the production of printed or manufactured parts according to Customer specifications which may be incorporated therein. All RFQs must be submitted to 3Diligent via the Service and shall include

- (a) all 3Diligent required data ("**Data**"), and
- (b) any Customer required specifications including any attached images, drawings, photographs or other representation of any kind in any medium ("**Specifications**") to be included in the RFQ.

Any Specification not included in the initial RFQ will be considered a change order ("**CO**") and shall be subject to additional costs and fees as described in Section 2.6. Fully completed RFQs will be placed out for bid within the Service, *provided that* 3Diligent reserves the right to reject an RFQ for any reason. There is no fee for submitting an RFQ. Any RFQ not containing all data or which, in the sole judgment of 3Diligent requires additional information, may be cancelled or delayed by 3Diligent at any time. Specifications should not include Customer contact information or any information likely to identify Customer. Any waiver of these terms contained in any RFQ including any Data, Specifications or otherwise shall be null and void.

2.2 License to Use Data and Specifications. Customer hereby grants 3Diligent a worldwide license to use all information included in or with any submitted RFQ for the purpose of procuring quotations within the Service as set forth herein. Customer warrants that it owns or has the right to use and distribute all information contained within any RFQs including any information contained within any submitted Data and Specifications. Customer expressly authorizes and instructs 3Diligent to copy and distribute each RFQ including all associated Data and Specifications to all qualified Vendors as submitted to 3Diligent within the Service. Errors or anomalies in the design details or material specifications are the responsibility of Customer. Customer agrees to indemnify and hold harmless 3Diligent, its officers, directors, agents and Vendors of and from any claim or suit by any third party pertaining to any right or claim of right violated as the result of Customer's submission, use or copying of any RFQ including all associated Data and Specifications including reasonable costs and attorney's fees incurred in defending such claim or suit.

2.3 Vendor Quotations / Offer. All complete RFQs will be submitted via the Service to a reasonable number of qualified Vendors selected by 3Diligent including the details of the RFQ and all relevant supporting Data and Specifications associated therewith, *provided that* 3Diligent reserves the right to reject an RFQ for any reason. Qualified Vendors may choose to provide a quotation in response to any RFQ, including Vendor proposed pricing in response to any RFQ within the Service ("**Quote**"), or not, at Vendor's discretion. Quotes shall be deemed to expressly include all Data and Specifications in the original RFQ together with any exceptions, amendments or qualifications relevant to the Quote and shall serve as the final determinative basis for any agreement between Customer and any Vendor. Amendments to any RFQ shall be made only via the Service. Customer and Vendor may communicate regarding Amendments via the Service prior to Customer's Acceptance. However, only terms stated by or expressly approved by Vendor will become part of any Quote ("**Written Amendments**"). Quotes shall contain full and complete pricing information for each RFQ inclusive of all Fees, taxes and shipping charges. Any ambiguity in the terms of any Quote shall be interpreted against Vendor; however, Customers are encouraged to carefully review all Quotes including all exceptions and amendments associated therewith. All Quotes in compliance with 3Diligent Service requirements will be provided to Customer for consideration.

3DILIGENT CORPORATION
MARKETPLACE CUSTOMER AGREEMENT (2016-09-07)

2.4 Customer Acceptance / Vendor Acknowledgment. In the event that Customer receives a Quote, together with any Written Amendments thereto via the Service, which is acceptable to Customer, Customer may issue a formal acceptance ("**Acceptance**") of the Quote together with payment in the full amount of the Quote and associated Fees which will serve as an acceptance of Vendor's offer to perform the work identified in the Quote. All payments are final other than as provided herein below in the event of a permitted Customer termination. Upon the issuance of the Acceptance via the Service, a contract ("**RFQ Contract**") is formed between Vendor and Customer and Vendor is bound to complete the work subject only either

- (a) receipt by 3Diligent of payment in full, or
- (b) 3Diligent's issuance of credit to Customer.

Vendor will not receive payment from 3Diligent under any RFQ Contract until the terms therein are complete and approved by Customer as set forth below. After issuance of the Acceptance, Customer may only terminate ("**Customer Termination**") the RFQ Contract without penalty until such time as Vendor acknowledges ("**Vendor's Acknowledgment**") the Acceptance. Effective immediately upon Vendor's Acknowledgment, in the event of a Customer Termination delivered before Vendor commences production, Customer will be entitled to a 75% refund of their payment. In the event of a Customer Termination delivered after Vendor commences production under the RFQ Contract (which shall be determined solely by 3Diligent) Customer shall not be entitled to any refund and shall forfeit the entire payment. In the event of such forfeiture, Vendor shall remain obligated to fulfill the RFQ Contract as Accepted.

2.5 Packing, Shipping and Delivery. Items produced under any RFQ shall comply with best available commercial packing practices, materials and methodologies. All shipments must be packaged in a way that shipped material will not be damaged. The agreed price set forth each Quote shall include all charges for packing, packaging, insurance, transportation FOB Customer and taxes. All shipments will be labeled as required by the RFQ and shall identify the RFQ number on the exterior of package/box so that packages/boxes do not have to be opened to verify receipt of the order. Unidentified shipments may be refused and returned to sender under Section 4.

2.6 Change Orders. Customer may, after Acceptance and at any time thereafter acceptable to Vendor, make a change to the RFQ via the Service subject to the approval of Vendor ("**Agreed Change Order**"). All payments for Change Orders are to be processed through the Service.

2.6.1 Limited Non-Circumvention. Customers and Vendors introduced via the Service are bound to continue to conduct all business between one another via the Service, and shall not circumvent the Service for a period of two (2) years from the most recent date of any RFQ Contract between Customer and Vendor. Certain fees, penalties, limitations and exceptions may apply to this requirement. Please contact the Service if you have any questions concerning this provision.

2.7 Complete Agreement and Modification. The Offer and Acceptance together with any Written Amendments thereto, and this Agreement

- (a) constitute the entire agreement and understanding between the parties regarding each RFQ and supersede all prior and contemporaneous representations, promises, statements, agreements and understandings, written or oral, regarding the subject matter thereof; and
- (b) may only be modified and/or waived by a written agreement executed by both parties and 3Diligent.

3DILIGENT CORPORATION
MARKETPLACE CUSTOMER AGREEMENT (2016-09-07)

3 FEES AND PAYMENT

3Diligent charges a Subscription Fee to Customers. A Fee in the amount of \$150.00 will be applied to any ACH Debit, or other payment authorized where such payment is not accepted in the first instance or for which there are insufficient funds.

4 QUALITY ASSURANCE GUARANTEE; PARTS REJECTION

In the event that any fulfilled order materially fails to meet the requirements set forth in the Quote, Customer shall notify 3Diligent of such failure including a specific description of the failure including proof therefore such as photographs, analyses, or other visual or demonstrative aids establishing such failure within ten business days of receipt of the delivery ("**Parts Rejection**"). In the event of any Parts Rejection, Customer shall return the shipment to Vendor within ten business days of delivery. Vendor will provide Customer the option to receive any one of

- (a) a replacement part or parts,
- (b) retention of the parts with a partial refund,
- (c) repair or refinishing of the parts with a partial refund, or
- (d) a full refund at Customer's preference.

Failure of Customer to return an order in compliance with this Section 4 and within the time frames set forth herein shall constitute full approval and acceptance of the order by Customer. In the event of a partial acceptance and a partial approval, the parties shall work together with 3Diligent to find a mutually acceptable solution.

5 COMPLIANCE WITH LAWS

Customer shall be responsible to ensure compliance with all applicable State and Federal and local laws, statutes, government rules, regulations and orders, including those pertaining to the United States Export controls, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, in the procurement of any Quote and the fulfillment thereof. In the event that any export licenses are required for fulfillment of any RFQ this fact shall be identified in the initial RFQ and it shall be and remain the responsibility and burden of Customer to procure such license before the need for such license arises. The responsibility for ensuring compliance with, procurement and the expense of such procurement and compliance shall be that of Customer.

6 LIMITED WARRANTIES AND LIABILITY

6.1 Warrantee Disclaimer. Customer hereby expressly waives all warranties as to materials, strength, tolerances or other characteristics. Other than as expressly warranted or guaranteed herein, all orders are delivered and accepted in AS IS condition, 3DILIGENT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE USE OF THIS WEBSITE, THE SERVICE, AND ANY PARTS DELIVERED UNDER THIS AGREEMENT OR ANY RFQ. Customer further agrees that the disclaimers, exclusions and limitations of liability set forth in this Section 6 are a material and essential condition of this Agreement, and that the Website and Service would not be made available to Customer, or would be made available on materially different terms in the absence of these conditions.

6.2 Limitation of Liability. 3DILIGENT HEREBY DISCLAIMS AND EXCLUDES ALL LIABILITY FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING IN CONNECTION WITH THIS AGREEMENT AND ITS SUBJECT MATTER, WHETHER SUCH DAMAGES ARISE BY

3DILIGENT CORPORATION
MARKETPLACE CUSTOMER AGREEMENT (2016-09-07)

CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE WHETHER 3DILIGENT COULD HAVE OR SHOULD HAVE KNOWN IN ADVANCE OF THE POSSIBILITY THEREOF OR NOT.

6.3 Limitation of Aggregate Damages. THE AGGREGATE LIABILITY FOR ANY DAMAGES SUFFERED OR INCURRED IN CONNECTION WITH THIS AGREEMENT AND ITS SUBJECT MATTER, WHETHER ARISING BY CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL UNDER NO CIRCUMSTANCE EXCEED THE AMOUNTS PAID BY CUSTOMER TO 3DILIGENT LESS THE AMOUNTS PAID TO VENDOR UNDER THE APPLICABLE RFQ.

6.4 Indemnity. Customer shall indemnify, defend and hold harmless 3Diligent and its directors, officers, employees and agents and Vendors of and from all losses, liabilities, damages and expenses (including reasonable attorney's fees and costs) that they may suffer as a result of any claims, demands, actions or other proceedings made or instituted by any third party against any of them arising out of any use or misuse of any item produced under the terms of this Agreement by

- (a) Customer or its employees, agents or contractors, and
- (b) any third party.

7 SERVICE ACCESS

Customer shall use their e-mail address and a secure password to access the Service. Customer shall be responsible to protect and not disclose their password to any third parties. Customer is responsible for all access to and use of the Service using their e-mail address and password. In the event that any person accesses the Service using Customer's e-mail address and password to access the Service, Customer shall be deemed to have authorized all such access, use or misuse of the Service including without limitation all RFQ's issued or Quotes accepted. Customer shall not use the Service other than as intended and shall not use any robot, spider, other automatic device or manual process to access the Service or to monitor or copy any data or any portion of the Service without the express written permission of 3Diligent. Customer shall not interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service including but not limited to the use of the service by any other Customer or any Vendor. Customer shall not take any action that places the Service at risk or imposes an unreasonable or disproportionately large load on the Service. Customer shall not copy, reproduce, alter, modify, create derivative works of, or reverse engineer the Service or publicly display any content from the Service without the prior express written consent of 3Diligent.

8 DISPUTE RESOLUTION PROCEDURES

In the event of any dispute concerning

- (a) any term of this Agreement or
 - (b) the performance under any RFQ accepted under this Agreement or
 - (c) any other dealings between Customer and/or Vendor and/or 3Diligent,
- the parties agree to the following procedures:

8.1 Pre-Arbitration Resolution

8.1.1 The parties to any dispute shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity

- (a) a statement of each party's position and a summary of arguments supporting that position, and

3DILIGENT CORPORATION
MARKETPLACE CUSTOMER AGREEMENT (2016-09-07)

(b) the name and title of the executive who will represent that party and of any other person who will accompany the executive.

Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.

8.1.2 Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("**First Meeting**"). Such closure shall not preclude continuing or later negotiations, if desired.

8.1.3 All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

8.1.4 At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Section 8.1.1.

8.1.5 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 8.1.1 and Section 8.1.2 are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

8.2 Mediation. If the matter is not resolved by negotiation pursuant to Section 8.1, then the matter will proceed to mediation.

8.2.1 Either party may commence mediation by providing to JAMS, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

8.2.2 The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

8.2.3 All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

8.3 Arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement not resolved through mediation shall be submitted to JAMS, or its successor, for final and binding arbitration before a single arbitrator and shall be handled according to the JAMS Streamlined Arbitration Rules in effect at the time arbitration is initiated and this Section 8.3.

8.3.1 Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("**Earliest Initiation Date**"). The mediation may continue after the commencement of arbitration if the parties so desire.

8.3.2 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

8.3.3 The appointed arbitrator shall determine a prevailing party and shall award costs including reasonable expert and attorney's fees to such prevailing party in conjunction with any arbitration award except that any party initiating arbitration or filing any claim or action other than an action to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties without first

3DILIGENT CORPORATION
MARKETPLACE CUSTOMER AGREEMENT (2016-09-07)

complying with Section 8.1 and Section 8.2 shall be said to have waived any claim for costs, expert fees and attorney's fees.

9 TERMINATION

Either Customer or 3Diligent may terminate this Agreement at any time upon written notice to the other party. Any termination shall become effective only after full fulfillment of any outstanding RFQ Contract. Section 3, Section 6, Section 8 and Section 10 shall survive the termination of this Agreement.

10 MISCELLANEOUS PROVISIONS

10.1 Governing Law. This Agreement, all RFQ's and any Offers or Acceptances hereunder shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions of that state. By submitting any RFQ within the Service, Customer irrevocably consents to the jurisdiction of the applicable Federal or State courts situated in the County of Los Angeles, California, and agrees that other than the dispute resolution provisions hereof, such courts shall be the exclusive forums for the resolution of any disputes hereunder.

10.2 Force Majeure. Neither party hereto nor any Vendor accepting any Offer hereunder shall be liable for a breach of its obligations hereunder to the extent that such breach is caused by factors outside its reasonable ability to foresee and avoid, including without limitation, war, acts of God, terrorism, natural disaster, or third party technology, communications or encryption failures which continue for any 60 day period or more.

10.3 Independent Contractors. The parties hereto are independent contractors and are not, and shall not represent themselves as, principal and agent, partners or joint ventures. No party shall attempt to act, or represent itself as having the power, to bind another party or create any obligation on behalf of another party. Each party shall be solely responsible for the employment, direction and control of its employees and their acts.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. The parties agree that

- (a) the provisions of this Agreement shall be severable in the event that any of the provisions hereof are for any reason whatsoever invalid, void or otherwise unenforceable,
- (b) such invalid, void or otherwise unenforceable provisions shall be automatically replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and
- (c) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

10.5 Assignment. Customer shall have no right to assign the rights and obligations under this Agreement without the written consent of 3Diligent. Any assignment in breach of this provision shall be null and void.

10.6 Right to Disclose

Customer grants to 3Diligent the right to disclose the use by Customer of the Service, and to include Customer's name and logo in promotional materials, including, but not limited to, 3Diligent's websites, subject at all times to Customer's right to revoke such grant in writing.

3DILIGENT CORPORATION
MARKETPLACE CUSTOMER AGREEMENT (2016-09-07)

11 REQUIRED NOTICES

11.1 Copyright Infringement Claims. 3Diligent takes copyright infringement very seriously. Any notice concerning any claim of copyright infringement should be addressed to:

3Diligent Corporation
COPYRIGHT INFRINGEMENT CLAIM
128 Sierra Street, Suite 202,
El Segundo, CA 90245

11.2 Repeat Infringer Policy. The accounts of repeat infringers will be terminated.

11.3 California Pursuant to the terms of The Electronic Commerce Act of 1984 please be advised that as may be applicable to you under California Law if you are unsatisfied with the manner in which a complaint that you may have regarding the 3Diligent service you may contact the complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 1-916-445-1254.