

## SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT (“**AGREEMENT**”) CAREFULLY BEFORE PLACING AN ORDER FOR THE NVR SOFTWARE OR USING THE NVR SOFTWARE. BY USING THE NVR SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE NVR SOFTWARE.

**1. LICENSE GRANT.** (a) NVR hereby grants to you (“**Customer**”), a nonexclusive, non-transferable and non-sublicensable, right and license to: (i) access and use the Hosted Services (defined below) for Customer’s internal purposes relating to the operation of the NVR 3D Printer; (ii) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services; and (iii) perform, display, execute, reproduce and modify (including to create improvements and derivative works of), and distribute and otherwise make available to Authorized Users, any NVR Materials solely to the extent necessary to access or use the Services in accordance with the terms of this Agreement.

(b) Customer shall not: (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Agreement; or (ii) use or authorize the use of the Services (defined below) in any manner or for any purpose that is unlawful under applicable Law.

## 2. NVR SUPPORT AND MAINTENANCE SERVICES.

**2.1 Services.** NVR shall, in accordance with the terms of this Agreement provide to Customer the following services (“**Services**”): (i) the hosting, management and operation of the Software for remote electronic access and use by the Customer (“**Hosted Services**”) in accordance with Section 2.2; and (ii) Hosted Service maintenance and support services (collectively, “**Support Services**”) in accordance with the provisions of Section 2.3. The Support Services are included in the fees assessed the Customer under the Lease Agreement that the Customer and NVR are party to (“**Lease Agreement**”) and NVR shall not assess any additional fees for such Support Services.

**2.2 Service Management.** NVR shall monitor and manage the Hosted Services to optimize Availability during the hours of 9 a.m. to 5 p.m. Eastern Standard Time Monday-Friday excluding national holidays (“**Business Hours**”). “**Availability**” means that the Hosted Services are available and operable for access and use by Customer over the Internet in material conformity with the Specifications. Such monitoring and management shall include: (a) monitoring the Hosted Service functions, servers, firewall and other components of Hosted Service security during Business Hours; (b) if such monitoring identifies any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure Availability; (c) if NVR receives knowledge that the Hosted Services is not Available (including by written notice from Customer): (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities; (ii) if NVR’s facility check in accordance with clause (i) above confirms a Hosted Service outage: (A) notifying Customer that an outage has occurred, providing such details as may be available, including a NVR trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are resolved in accordance with Section 2.3, or, if determined to be an internet vendor problem, open a trouble ticket with the internet vendor; and (iii) notifying Customer that NVR has corrected the outage, along with any pertinent findings or action taken to close the trouble ticket.

**2.3 Maintenance and Support Services.** (a) NVR shall maintain the Hosted Services to optimize Availability during Business Hours. Such maintenance services shall include providing to Customer: (i) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Service Software, that NVR provides at no additional charge to its other similarly situated customers; and (ii) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to Customer’s access to or use of the Hosted Services, so that the Hosted Services operate in accordance with this Agreement.

(b) NVR shall: (i) correct any failure of any Hosted Service to be Available or otherwise perform in accordance with this Agreement and the Specifications (each, a “**Service Error**”) in accordance with

Section 2.3(d); (ii) provide telephone support during the hours of 9 a.m. to 5 p.m. Eastern Standard Time Monday-Friday excluding national holidays (“**Business Hours**”); (iii) provide online access to technical support bulletins and other user support information, to the extent NVR makes such resources available to its other customers; and (d) respond to and resolve Support Requests as specified in Section 2.3(d).

(c) Customers may request Service Error corrections using the following procedure (each, a “**Support Request**”). The Customer shall notify NVR of Support Requests by e-mail or telephone. NVR will respond to support requests received during Business Hours and attempt to resolve any documented Service Error by remote access. If NVR is unable to resolve a documented Service Error by remote access then NVR shall dispatch technical personnel to resolve such matter or shall send replacement parts to Customer if the cause of the Service Error is the equipment subject to the Lease rather than the Software and such equipment (or component) can be replaced by Customer.

(d) NVR shall correct all Service Errors and respond to and resolve all Support Requests in accordance with this Section 2.3(d). NVR shall classify Service Errors and Support Requests as follows:

“**Severity Level 1**” means a problem in the Hosted Services that renders them unable to be used.

“**Severity Level 2**” means a problem in the Hosted Services that produces intermittent loss of function or degraded performance.

“**Severity Level 3**” means a problem in the Hosted Services that may impede, but does not prevent the Customer from accomplishing the desired function with the Hosted Services. The Customer may not notice or will likely ignore the problem, and find a “work around.” Some customers may register a complaint.

“**Severity Level 4**” means a Support Request for assistance, information, or services that are routine in nature.

NVR shall respond to Severity Level 1, Severity Level 2, Severity Level 3, and Severity Level 4 Service Errors or Support Requests in a prompt and timely fashion.

(e) SERVICES PROVIDED PURSUANT TO THIS SECTION 2 ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SPECIFIED IN SECTION 4(e) OF THE LEASE AGREEMENT.

**3. PROPRIETARY RIGHTS.** (a) Customer acknowledges that NVR is the sole owner of all Intellectual Property embodied in the Software made available pursuant to this Agreement and the Equipment (as defined in the Lease Agreement) made available pursuant to the Lease Agreement. No right or license in Intellectual Property is granted to Customer by implication, estoppel or otherwise, unless, and only to the extent, expressly set forth in Section 1(a) with respect to the Software. “Intellectual Property” means NVR copyrights, patents, trademarks, trade names, logos, documentation, technical and manufacturing techniques, concepts, methods, designs, specifications and other proprietary information relating to the Software or the Equipment.

(b) Customer hereby grants to NVR a fully paid-up, royalty-free, worldwide, non-exclusive, transferable right and license to publicly display on the NVR website any items produced using the Equipment and uploaded by Customer to the NVR website.

**4. WARRANTIES.** The warranties for the Software and the services provided under this Agreement are specified in Section 6(b)(ii)-(iii) of the Lease Agreement. These warranties are subject to the limitations set forth in Section 6(c) and Section 6(d) of the Lease Agreement.

**5. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL NVR OR ITS LICENSORS (AS THIRD PARTY BENEFICIARIES) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF IT IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED IN CONTRACT, EXPRESS OR IMPLIED WARRANTY, TORT, EQUIPMENT OR OTHER STRICT LIABILITY, TRADE PRACTICES, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

**6. TERM AND TERMINATION.** This Agreement shall take effect on the date Customer accepts it and shall remain in effect until the expiration of the Lease Agreement, unless sooner terminated as provided in this Section 6. NVR may terminate this Agreement if Customer breaches the term of Sections 1 or 3 and fails to cure such breach within thirty (30) days after NVR provides Customer with notice of such breach. Upon the termination or expiration of this Agreement all licenses granted hereunder will promptly terminate and the Customer shall cease all use of the Hosted Services. The provisions of Sections 3, 4, 5, 6 and 10 shall survive the termination or expiration of this Agreement.

**7. U.S. GOVERNMENT USE.** If Customer is part of an agency, department, or other entity of the United States Government (“**Government**”), the use, duplication, reproduction, release, modification, disclosure or transfer of the Equipment or Software is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies, and the Defense Federal Acquisition Regulation Supplement as applied to defense and military agencies, for “commercial items,” “commercial computer software” and “commercial computer software documentation.” In accordance with such provisions, any use thereof by the Government shall be governed solely by this Agreement.

**8. EXPORT COMPLIANCE.** Customer acknowledges and agrees that certain laws of the United States of America, including, but not limited to, the United States Export Control Regulations, may result in the imposition of sanctions on NVR in the event that, directly or indirectly, any Product is exported to various countries, such as Cuba, Libya and North Korea or any country embargoed by executive order. Customer expressly agrees, therefore, that in performing its obligations under this Agreement it shall comply at all times with such laws or regulations of the United States of America.

**9. ASSIGNMENT.** NVR may assign or transfer this Agreement. Customer agrees that no assignee of NVR shall be bound to perform any duty, covenant, condition or warranty attributable to NVR and Customer further agrees not to raise any claim or defense arising out of this Agreement Lease that it may have against NVR as a defense, counterclaim, or offset to any action by an assignee or secured party hereunder. Upon NVR’s request, Customer will acknowledge to any assignee receipt of NVR’s notice of assignment. Nothing in this Section 9 is intended to relieve NVR of any of its obligations under this Lease that shall remain in effect with respect to NVR unless NVR requires its assignee to assume such obligations. Customer shall not assign this lease or any interest hereunder nor enter into any sublease with respect to the Equipment without NVR’s prior written consent.

**10. GENERAL.** (a) This Agreement and the documents referred to in this Agreement (including but not limited to the Lease Agreement) constitute the entire agreement between NVR and Customer with respect to the subject matter hereof and supersede all previous understandings and agreements, whether written or oral.

(b) All notices hereunder shall be in writing, by email, overnight courier or registered mail, and shall be addressed to NVR or Customer at the coordinates shown on the Order Form for the Lease Agreement or to such other address as either party may specify by like notice and shall be effective on the earlier of three (3) days after mailing or upon receipt. Facsimile copies of signatures and electronic click through acceptances shall be effective as if they were original signatures for purposes hereof.

(c) This Agreement may not be changed, altered, or modified except by an instrument in writing signed by a duly authorized officer of each party.

(d) Any failure of either party to require strict performance by the other or any waiver by either party of any provision herein shall be construed as a consent or waiver of any other breach of the same or any other provision.

(e) If any provision of this Agreement is held invalid, such invalidity shall not affect any other provisions hereof.

(f) This Agreement shall be governed by and construed in accordance with the substantive laws of Massachusetts without regard for any choice or conflict of laws rule or provision that would result in the application of the substantive law of any other jurisdiction.

(g) This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of NVR and Customer.