GRABCAD® SOFTWARE TERMS OF SERVICE AND USE

THESE TERMS AND CONDITIONS (the "Agreement") CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND STRATASYS, INC. ("Stratasys"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT. In any event, references herein to "Customer" means you or such entity (as the case may be).

By clicking the "I Accept" button below, by creating an Admin Account (as defined below), or by otherwise accessing or using any part of the Software (as defined below), Customer acknowledges these terms and conditions and represents that it has fully read and understood, and agrees to be bound by, the following (the date of such occurrence being the "Effective Date"): 

(a) this Agreement; and 
(b) other supplemental terms and policies that this Agreement expressly incorporates by reference, and which are thereby made a part of this Agreement.

IF CUSTOMER DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, CUSTOMER MUST NEITHER CLICK "I ACCEPT", CREATE AN ADMIN ACCOUNT, NOR ACCESS OR USE ANY PART OF THE SOFTWARE.

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

Stratasys and Customer (collectively, the "Parties" and each, a "Party") acknowledge that, notwithstanding the Customer clicking the "I Accept" button, the terms and conditions of this Agreement shall not apply, and shall not bind either Stratasys or Customer, if:

(a) Stratasys (or a Stratasys Affiliate) and Customer have entered into a separate, non-electronic licensing agreement for use of the Software (a "Non-Electronic Agreement"); or 
(b) Customer has entered into a sub-licensing agreement for use of the Software, with a Stratasys-authorized distributor or reseller of the Software, which agreement states (or otherwise has the effect of stating) that it shall supersede this Agreement.

1. DEFINITIONS AND INTERPRETATION

This Agreement contains a range of capitalized terms, some of which are defined in this Section, and some of which are defined elsewhere. The section and sub-section headings in this Agreement are for convenience of reading only, and shall not be used or relied upon for interpretive purposes.

"Authorized User" means a Customer employee or individual contractor authorized by Customer to register for use of the Software in accordance herewith.

"Documentation" means any manuals, specifications, and similar documentation related to the Software, which accompany the Software, or which otherwise are made available by Stratasys (for example, made available on the Site), which Documentation may change from time to time.

"Feature" means any module, tool, and/or feature of the Software.

"Intellectual Property" means any and all inventions, discoveries, improvements, new uses, works of authorship, technical information, data, technology, know-how, show-how, designs, drawings, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, databases, computer software and programs (including object code, source code, and non-literal aspects), algorithms, architecture, records, documentation, and other similar intellectual property, in any form and embodied in any media, whether or not protectable or registrable.
"Intellectual Property Rights" means any and all rights, titles, and interests in and to Intellectual Property, including without limitation patents, copyright and similar authorship rights, mask work rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues of the foregoing rights; and (b) all goodwill associated with the foregoing rights.

"Law" means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.

"Order Form" means the online web form(s) Customer submits during the process of creating an Admin Account and/or a User Account (each defined below).

“Printer” means a Stratasys or Stratasys-authorized device that Customer identifies in the Software for 3D printing of objects.

“Privacy Preferences” means the options offered in the Software and selected by Customer for sharing of data and information with Stratasys.

"Software" means the GrabCAD software suite, including software licensed under both free and paid subscription plans, whether made available to Customer: (a) on a hosted, web-based service basis via the Site, and/or (b) for download and installation. For the avoidance of doubt: (A) GrabCAD Workbench and GrabCAD Print are each part of the Software; and (B) references herein to the Software also include its non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces).

"Stratasys Affiliate" means, with respect to Stratasys, any person, organization or entity controlling, controlled by or under common control with, Stratasys. For purposes of this definition only, "control" of another person, organization or entity will mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, “control” will be deemed to exist when a person, organization or entity (a) owns more than fifty percent (50%) of the outstanding voting stock or other ownership interest of the other organization or entity, or (b) possesses, directly or indirectly the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the other organization or entity.

"Update" means an upgrade, update (such as a fix or patch), or other modification, enhancement or customization of the Software.

2. MODIFICATION

Stratasys reserves the right to modify this Agreement at any time by posting the modified Agreement at https://grabcad.com/ (the "Site"). Such modifications will be effective ten (10) days after such posting, and Customer's continued use of its Admin Account or any part of the Software after such date constitutes Customer's agreement to be bound by the modified Agreement.

3. ACCOUNT

In order to access and use the Software, Customer must register for an administrator account by submitting the Order Form, and Authorized Users must each register user accounts under such administrator account ("Admin Account" and "User Account(s)", respectively). Customer represents and warrants, on behalf of itself and its Authorized Users, that all information submitted during the registration process is, and will thereafter remain, complete and accurate. As between Stratasys and Customer, Customer alone shall be responsible and liable for maintaining the confidentiality and security of its all Admin Account and User Account credentials, as well as for all activities that occur under or in the Admin Account and any User Accounts. Customer shall immediately notify Stratasys in writing of any unauthorized access to, or use of, the Admin Account or any User Account, or any other breach of security. Personal information received during the Admin Account or User Account registration process will be processed by Stratasys in accordance with the then-current privacy policy available at https://grabcad.com/privacy_policy ("Privacy Policy"). Customer must make each Authorized User aware of this Agreement and its provisions, prior to authorizing such Authorized User to create a User Account. Without limiting the foregoing sentence, Customer shall procure each Authorized User's compliance with the restrictions and
obligations in this Agreement, and shall be primarily responsible and liable for the acts and omissions of each Authorized User.

4. LICENSE

Subject to the terms and conditions of this Agreement and any additional lawful agreement(s) entered by Customer for use of the Software, Stratasys grants Customer a limited, non-exclusive, non-assignable, non-transferable, and non-sublicensable license, during the Term (defined below), to permit its Authorized Users to access (and for distributed components of the Software, download and install) and use the Software in object code form only, and solely for Customer's own benefit and its internal business use (the "License").

For the avoidance of doubt, the Software and any copies of the Software are only licensed, and no title in or to the Software or such copies passes to Customer. Except for the License, Customer is granted no other right in or to the Software under this Agreement, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise. Customer shall be primarily responsible and liable for the acts and omissions of its Authorized Users.

5. LICENSE RESTRICTIONS

Customer shall not (and shall procure that each Authorized User does not) do any of the following: (a) copy or reproduce the Software; (b) sell, assign, lease, lend, rent, issue, sublicense, make available, or otherwise distribute to any third party, or publicly perform, display or communicate, the Software, or otherwise use the Software in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects of, the Software; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Software; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Software, such as features that restrict or monitor use of the Software; (f) make a derivative work of the Software, or use the Software to develop any service or product that is the same as (or substantially similar to) the Software; (g) disclose to the public the results of any internal performance testing or benchmarking studies of or about the Software, without first sending the results and related study(ies) to Stratasys, and obtaining Stratasys’ written approval of the assumptions, methodologies and other parameters of the testing or study; (h) publish or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software; and/or (i) use the Software to infringe, misappropriate or violate any third party's Intellectual Property Rights, moral rights, privacy or other personal right, or any Law.

The above restrictions are limitations on the License, and Customer's full compliance with the above is a condition to the License. For the avoidance of doubt, references in this Section to "Software" shall be taken to mean (A) the Software, whether in whole or in part; and (B) any Documentation.

Customer acknowledges that the Software contains information and materials that are confidential and proprietary to Stratasys (and may even constitute Stratasys' or a Stratasys Affiliate's trade secrets), and therefore Customer agrees that a breach or threatened breach of this Section (License Restrictions) may cause Stratasys to suffer irreparable harm or damage for which monetary damages will be inadequate, and accordingly, if Stratasys seeks an injunction, specific performance, or other equitable relief to enforce any provision under this Section, Stratasys shall not be required to post a bond or to prove the likelihood of irreparable harm.

To the extent Customer is given the right, under any Law applicable to Customer, to receive information and/or materials for purposes of making the Software interoperable with other software products, Customer shall request from Stratasys (in a detailed writing) access to such information and/or materials, and if Stratasys accepts such request, Stratasys may (in its sole discretion) impose additional conditions on such access and use.

6. PAID SUBSCRIPTIONS

For paidsubscription Software products, the License granted herein is subject to the full payment of the applicable license fees. Any pricing changes or other changes to the subscription plan will be made in accordance with the terms herein and any additional applicable agreement(s) entered by Customer for use of the Software.

Customer acknowledges that Stratasys may, at any time and upon thirty (30) days' prior notice (which notice may be made by posting a message on the Site), begin charging for any Software that is now or once was offered for
free, and require Customer to purchase a term-based subscription license under its Admin Account in order to continue accessing and using the Software.

Stratasys, together with its distributors and agents, reserves the right to periodically change subscription prices.

7. **CUSTOMER DATA AND STORAGE**

Customer maintains ownership of and alone shall be responsible for the maintenance and backup of all files, designs, models, images, content, data sets, or similar non-personal identifiable data or information that Customer uploads to, stores on, or otherwise processes using the Software (“User-Generated Content”). Stratasys will consider your User-Generated Content to constitute Customer confidential information, will use reasonable care to protect its confidentiality, and will access and use it only in accordance with the Customer Data License (described below).

"Customer Data" means User-Generated Content, and Software and Printer usage data, each of which will be collected and used only according to the Customer’s Privacy Preferences, and of which may include personal data which will be stored, used and deleted by Stratasys in accordance with the Privacy Policy. Customer hereby grants Stratasys and all Stratasys Affiliates a worldwide, non-exclusive, royalty-free, fully-paid, sublicensable (through multiple tiers of sublicensees), perpetual and irrevocable license to copy, reproduce, modify, alter, adapt, arrange, translate, create derivative works of, and otherwise use Customer Data to generally provide Customer with access to and use of the Software, to maintain the Software, to make Features available to Customer, to perform obligations under this Agreement, and to provide bug fixes, system diagnostics, error and performance monitoring, product offerings, Customer support, Updates, and to make improvements to the Software and to the Printer(s) (the "Customer Data License").

Customer hereby represents and warrants that: (a) User-Generated Content will not infringe, misappropriate or violate any third party's Intellectual Property Rights, moral rights, privacy or other personal right, or any Law; and (b) Customer has, and will maintain during and after any termination of this Agreement, all licenses, consents, permissions and approvals required to grant the Customer Data License. The Customer Data License shall survive any termination of this Agreement.

8. **FEEDBACK**

Customer has no obligation to provide Stratasys with any feedback, ideas or suggestions concerning the Software or Documentation (collectively, "Feedback"). Nevertheless, to the extent Customer provide any Feedback, Customer hereby grants Stratasys and all Stratasys Affiliates a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, sublicensable (through multiple tiers of sublicensees), assignable, and transferable license to use, copy, reproduce, distribute, modify, alter, adapt, arrange, translate, create derivative works of, publicly display, perform and communicate, and otherwise commercially exploit such Feedback, in any media format and through any media channels, for any purpose whatsoever (the "Feedback License"). Customer hereby represents and warrants that: (a) Feedback will not infringe, misappropriate or violate any third party's Intellectual Property Rights, moral rights, privacy or other personal right, or any Law; and (b) Customer has, and will maintain during and after any termination of this Agreement, all licenses, consents, permissions and approvals required to grant the Feedback License. The Feedback License shall survive any termination of this Agreement. Feedback will not be deemed (or treated as) confidential or sensitive to Customer.

9. **THIRD PARTY SOFTWARE**

The Software may include third party software components that are subject to open source and/or pass-through commercial licenses and/or notices ("Third Party Software" and "Third Party Software Terms and Notices", respectively). Stratasys may make available in the Documentation a list (or other index) of such Third Party Software and Third Party Software Terms and Notices, and will comply with any valid written request submitted by Customer to Stratasys for exercising Customer's rights under such Third Party Software Terms and Notices. Customer acknowledges that its use of the Software is also governed by such Third Party Software Terms and Notices, and that to the extent of any conflict between this Agreement and any Third Party Software Terms and Notices, the latter shall control. Any covenants, representations, warranties, guarantees, conditions, indemnities or other commitments made by Stratasys in this Agreement concerning the Software (if any), are made by Stratasys and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Software. Notwithstanding the foregoing sentence or anything in this Agreement to the contrary, Stratasys does not make any representation,
warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third Party Software.

10. FEATURES

Stratasys reserves the right to remove, modify, and/or add Features at any time, without any notice to Customer, and for any reason whatsoever. Some Features may in any event be limited, suspended or restricted by geography, volume, duration or any other criteria determined by Stratasys. Moreover, if Stratasys determines that Customer is in breach of any provision of this Agreement, Stratasys reserve the right to block Customer from certain Features. A new or modified Feature provided in an Update may be accompanied by separate or additional licensing terms, in which case such terms will apply instead of, or in addition to, this Agreement (as set forth in such licensing terms).

11. UPDATES

Stratasys may from time to time provide Updates, but is not under any obligation to do so. Such Updates will be supplied according to Stratasys' then-current policies, which may include automatic implementation without any notice to Customer. In some cases, Customer will be required to install the Update manually. All references in this Agreement to "Software" shall include its Updates as well, and this Agreement shall govern any Update unless the Update is accompanied by separate or additional licensing terms, in which case such terms will apply instead of, or in addition to, this Agreement (as set forth in such licensing terms).

12. AUDIT

During the Term and for two (2) years after termination of this Agreement, Stratasys (or its designated representative), upon reasonable prior written notice to Customer and during Customer's normal business hours, will have the right to audit the Customer's use of the Software to verify Customer's compliance with its obligations hereunder. Stratasys may conduct no more than two (2) audits per calendar year. Customer will reasonably cooperate with Stratasys and its representative (if any) and will address any non-compliance identified by the audit. If the audit reveals a material breach of this Agreement and/or a breach under Section 4 (License) or Section 5 (License Restrictions), Customer shall reimburse Stratasys for the cost and expense of the audit.

13. TERM

This Agreement commences on the Effective Date and will remain in full force and effect until terminated by either Party in accordance herewith (the "Term").

14. TERMINATION

Notwithstanding Section 13 (Term):

14.1. Termination By Customer. Customer may terminate this Agreement: (a) by cancelling the Admin Account; and/or (b) on ten (10) days' prior written notice to Stratasys at support@grabcad.com. Customer's sole remedy in the event Customer objects to any provision of this Agreement or becomes dissatisfied with the Software, is to terminate this Agreement in accordance with this subsection.

14.2. Termination By Stratasys. Stratasys reserves the right to: (a) immediately terminate this Agreement, or otherwise modify, suspend or discontinue Customer's access to and subscription for use of the Software (or any part thereof), in the event Customer commits any breach under this Agreement and, if such breach was curable, fails to cure such breach within five (5) days of notice by Stratasys; and/or (b) for free Software subscriptions, terminate this Agreement for convenience at any time, upon ten (10) days' prior notice to Customer. Notice by Stratasys under this subsection may be given via e-mail and/or via the Admin Account, and will be deemed given upon transmission.

15. CONSEQUENCES OF TERMINATION: SURVIVAL

Upon termination of this Agreement: (a) the License will automatically terminate, the Admin Account and all User Accounts will be closed; (b) Customer shall immediately cease all access to and use of the Software and Documentation; and (c) Customer shall (unless directed otherwise by Stratasys in writing) promptly uninstall and permanently delete any and all copies of the Software installed on Customer's systems or devices, and, as directed in writing by Stratasys, return, permanently delete, or destroy any other information or materials that are proprietary to Stratasys. Thereafter, Customer shall to certify to Stratasys in writing that it has complied with its obligations in
this Section. Following termination of this Agreement, Stratasys may (but shall not be obligated to) offer Customer an opportunity to download or migrate certain Customer Data.

Termination of this Agreement shall not affect any right or liability accrued by either Party as of the effective date of termination. Any provision in this Agreement that is stated to survive termination, shall survive, as will Sections 12 (Audit) and 15 (Consequences of Termination; Survival) through 21 (General) inclusive.

16. **OWNERSHIP**

Customer hereby acknowledges that the Software and Documentation are or may be protected by Laws, treaties, and conventions governing Intellectual Property. Any rights not expressly granted herein are hereby reserved by Stratasys and its licensors and suppliers. Stratasys and/or its licensors and suppliers, are the sole and exclusive owners of all Intellectual Property Rights in and to the Software and Documentation.

17. **DISCLAIMER OF WARRANTIES**

THE SOFTWARE, DOCUMENTATION, AS WELL AS ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE BY STRATASYS, ARE PROVIDED AND MADE AVAILABLE TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF SERVICE, NON-INFRINGEMENT, REGARDING LATENT DEFECTS, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY STRATASYS AND ITS LICENSORS AND SUPPLIERS.

IN ADDITION, NEITHER STRATASYS NOR ITS LICENSOR OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION:

(A) REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SOFTWARE, DOCUMENTATION, AND SAID OTHER ITEMS; OR

(B) THAT CUSTOMER'S USE OF THE SOFTWARE, DOCUMENTATION, OR SAID OTHER ITEMS WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, OR WILL BE INTERRUPTED, SECURE OR ERROR-FREE.

Some jurisdictions do not allow the disclaimer of certain implied warranties or conditions, and to the extent applicable to Customer, Stratasys limits the duration of such warranties and conditions to the duration of ninety (90) days from the Effective Date.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS SECTION (DISCLAIMER OF WARRANTIES) IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CUSTOMER AND STRATASYS.

18. **INDEMNIFICATION**

In the event of any third party demand, claim, suit and/or proceeding against Stratasys, a Stratasys Affiliate, and/or any of the foregoing entities' respective directors, officers, employees, agents, representatives, customers, suppliers, or licensors (each, an "Indemninee"), and it is based upon or arises from Customer's (for clarity, including any Authorized User's):

(a) use of the Software (or part thereof);
(b) breach of any provision of this Agreement; and/or
(c) violation of any Law applicable to Customer,

(each of the foregoing, a "Claim") then, upon written request by Stratasys (to be decided in its sole discretion), Customer agrees to assume full control of the defense and settlement of the Claim; **provided, however, that** (A) Stratasys reserves the right, at any time thereafter, to take over full or partial control of the defense and/or settlement of the Claim; and (B) Customer shall not settle any Claim, or admit to any liability thereunder, without the prior express written consent of Stratasys.
In addition, and regardless of whether (or the extent to which) Customer participated in the defense and/or settlement of a Claim, Customer agrees to indemnify and hold harmless the Indemnitee for and against: (i) any costs and expenses (including without limitation reasonable attorneys' fees) incurred by the Indemnitee in the defense of such Claim; and (ii) any amounts awarded against, or imposed upon, the Indemnitee under such Claim, or otherwise paid in settlement of the Claim (including without limitation damages, losses, liabilities, and fines).

19. **LIMITATION OF LIABILITY**

19.1. IN NO EVENT WILL STRATASYS OR ANY STRATASYS AFFILIATE BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, FOR:

(A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
(B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;
(C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR
(D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

19.2. THE COMBINED AGGREGATE LIABILITY OF STRATASYS AND ALL STRATASYS AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED TEN U.S. DOLLARS (US$ 10).

19.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) EVEN IF STRATASYS OR A STRATASYS AFFILIATE HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE AND STRICT LIABILITY).

19.4. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to Customer, such exclusions and limitations shall not apply.

19.5. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS SECTION (*LIMITATION OF LIABILITY*) IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CUSTOMER AND STRATASYS.

20. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota, USA without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. Any claim, dispute or controversy under, or otherwise in connection with, this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in New York County, New York, and Customer hereby irrevocably and unconditionally submits to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. Furthermore, Customer:

(a) agrees that any proceedings to resolve or litigate any claim, dispute or controversy will be conducted solely on an individual basis (and not in any class action or class-wide proceeding), and that Customer may initiate such proceedings only on its own behalf;
(b) hereby irrevocably and unconditionally waives the right to litigate such claims, disputes, or controversies in court before a jury; and
(c) agrees not to participate in claims, disputes, or controversies brought in an attorney general or representative capacity, or in consolidated claims, disputes, or controversies involving another person's Admin Account or User Account.

Notwithstanding anything in this Agreement to the contrary, Stratasys may seek injunctive relief, specific performance, and/or other equitable relief in any court worldwide that has competent jurisdiction.
21. **GENERAL**

21.1. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral or written understandings and statements by the Parties with respect to such subject matter.

21.2. **Assignment.** Stratasys may assign this Agreement (or any of its rights and obligations hereunder) without Customer's consent and without notice. This Agreement is personal to Customer, and Customer shall not assign this Agreement (or any of its obligations or rights hereunder) without Stratasys' prior express written consent in a duly signed writing. Any prohibited assignment shall be null and void.

21.3. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

21.4. **Remedies.** Except as stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any Party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.

21.5. **Waiver.** No failure or delay on the part of any Party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by Customer, emails will be acceptable; for waivers by Stratasys, the writing must be duly signed by Stratasys), and shall be valid only in the specific instance in which given.

21.6. **Relationship.** The relationship of the Parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the Parties.

21.7. **Data Privacy.** Customer shall comply with all applicable data protection and privacy laws regarding the accuracy and legality of personal data that is to be processed by Stratasys in connection with the Software, and shall use its reasonable endeavors to not do or permit anything to be done which might cause Stratasys to be in breach of its obligations under such laws. Customer will review and understand the Privacy Policy before entering this Agreement.

21.8. **Notices.** Customer agrees that Stratasys may send Customer notices by email, via the Admin Account, by regular mail, and/or via postings on or through Software. Except as stated otherwise in this Agreement or required by Law applicable to Customer, Customer agrees to send all notices to Stratasys, to support@grabcad.com.

21.9. **No Third Party Beneficiaries.** Except as otherwise expressly provided in this Agreement (for example, Stratasys Affiliates and Indemnitees), there shall be no third-party beneficiaries to this Agreement. Customer further acknowledges and agrees that some of Stratasys' suppliers and/or licensors may, in their agreements with Stratasys, be entitled to enforce certain rights and usage restrictions against users of the Software, and, to that extent, such suppliers and licensors shall have the right to enforce such rights and restrictions directly against Customer.

21.10. **U.S. Government Rights.** The Software is "commercial computer software" and the Documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If Customer is an agency, department, employee or other entity of the United States Government, then Customer's access to and use of the Software and/or the Documentation shall be subject solely to the terms and conditions of this Agreement.

21.11. **Legal Compliance.** Customer agrees to use the Software and Documentation in compliance with all Laws applicable to Customer. Without limiting the generality of the foregoing sentence, Customer must not use or otherwise export or re-export any Software or Documentation in violation of any Export Control Laws. "Export Control Laws" means all export and re-export control Laws applicable to Customer, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.

21.12. **Force Majeure.** Stratasys shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond Stratasys' reasonable control. For the avoidance of doubt, any problems relating to the
hosting of the Software shall not be deemed within Stratasys' reasonable control.

Updated: March 19, 2019