



METAL JET PRODUCTION SERVICES TERMS AND CONDITIONS

These terms represent the agreement (“Agreement”) by and between HP Inc., a Delaware corporation located at 1501 Page Mill Road, Palo Alto, California 94304 (“HP”) and by you and the entity you represent as detailed in the online submission to HP (“Customer”) that governs the purchase by Customer of 3D printing Design Services and/or Part Ordering Services with HP Metal Jet technology (“Services”). You represent to HP that you are lawfully able to enter into contracts (e.g., you are not a minor) and if you are entering into this Agreement for a Customer that is an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Customer and HP are collectively referred to as “Parties” or individually as “Party”. This Agreement takes effect when you click an “I Accept” button or check box presented with this Agreement or, if earlier, when you upload a File or use any Service described herein (the “Effective Date”).

1. **Design Services.** The Parties agree to the following with respect to the design services on HP Metal Jet printing solutions. Any other design services not described herein shall be considered outside the scope of this Agreement.
 1. Customer must share to the assigned HP Metal Jet expert the accepted 3D design file format or provide HP with access to a 3D design file for a part that Customer desires to have printed on the HP Metal Jet printing solutions (“File”) in order for HP to evaluate the File and conduct design services to ensure compatibility with HP Metal Jet printing solutions (“Design Services”).
 2. Customer shall also identify the part specifications for the File, if any, and the application or use case of the part that the File is designed for, and any other applicable information required for the Design Services.
 3. HP will conduct an initial analysis to assess the printability of the File on HP Metal Jet printing solutions and the level of modifications needed to make the File printable.
 4. If the File requires significant modifications, then HP shall notify Customer of the Design Services fee¹⁾ (“Design Fee”), if any, to make any such modifications to the File. If Customer agrees to the Design Fee, then Customer shall pay any applicable Design Fee using HP’s designated third-party billing and payment processor prior to commencement of these Design Services.
 5. HP may make necessary modifications to the File, which shall be approved by Customer via email to assigned HP Metal Jet expert, to make the File print-ready and compatible and/or optimized for HP Metal Jet printing solutions (“Compatible File”).
 6. The Design Services and Design Fee described herein are based solely on the assumptions and information presented to HP by Customer, and should the assumptions and/or information change, HP reserves the right to make any adjustments in any Services and/or Design Fee provided.
 7. Within fourteen (14) days after accepting this Agreement, Customer shall assign a primary contact who is: (1) Responsible for all Customer aspects of this Agreement, (2) authorized to make decisions relative to the

1) Customer will engage with HP into a Professional Services contract to deliver the Design Services and/or Ordering Services



Agreement, including identification and assignment of Customer resources and (3) authorized to approve modifications to the File and make decisions regarding printing of the Compatible File.

8. HP shall communicate to Customer the expected time frame to complete the Design Services.
2. **Part Ordering Services.** The Parties agree to the following with respect to the HP Metal Jet parts ordering services based on Customer Compatible File ("Ordering Services"). Any other part ordering services not described herein shall be considered outside the scope of this Agreement.

Customer acknowledges that HP may either provide the Ordering Services directly through their HP Metal Jet Adoption Centers or engage with a third-party 3D printing services vendor equipped with HP Metal Jet technology ("Manufacturing Partner") to provide those services. Decision on which vendor will provide the Ordering Services will depend mainly on customer preference and project specifics.

1. **In the case that HP provides the Ordering Services,** HP shall notify Customer of the Ordering Services fee¹⁾ ("Manufacturing Fee"). If Customer agrees to the Manufacturing Fee, then Customer shall pay any applicable Manufacturing Fee using HP's designated third-party billing and payment processor prior to commencement of these Ordering Services.
 2. HP shall communicate to Customer the expected time frame to complete the Ordering Services
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1. **In the case that Manufacturing Partner provides the Ordering Services,** Customer agrees HP will send the Compatible File to Manufacturing Partner for evaluating and estimating the production costs of printing Customer's Compatible File on HP Metal Jet printers ("Price Quote").
 2. HP may communicate the Price Quote received from Manufacturing Partner to Customer. The Price Quote is an estimate from Manufacturing Partner and subject to change by Manufacturing Partner. If Customer agrees with the Price Quote, then Customer may independently contract with Manufacturing Partner to get the Compatible File printed by Manufacturing Partner on HP Metal Jet printing solutions ("Print Job").
 3. Upon approval by Customer via email to HP's Metal Jet expert that Customer agrees with the Price Quote and wants to proceed with the Print Job, Customer payment to Manufacturing Partner for 3D printing services of the Print Job is separate and distinct from any Services provided by and paid to HP. Customer will be provided separate payment instructions and terms and conditions from Manufacturing Partner.
 4. Customer agrees that HP is not responsible for the acts or omissions of Manufacturing Partner, for any obligations undertaken by them or representations that they may make, including any applicable warranty, or for any Print Jobs, products or services they supply to Customer.
 5. Customer agrees that for any Print Job, Customer works directly with and pays for the print Job provided by Manufacturing Partner responsible for

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fulfilling it and that HP does not provide the Print Job or other such manufacturing services.

3. **Orders.** "Order" means the order placed by Customer via online acceptance of this Agreement for Services performed by HP. HP may suspend or cancel performance of open Orders or Services performed by HP if Customer fails to make payments when due and/or if Customer materially breaches this Agreement.
4. **Prices and Taxes.** Prices for Services performed by HP will be as quoted by HP. Prices are exclusive of taxes, duties, and fees (including shipping, and handling) unless otherwise stated. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
5. **Invoices and Payment.** If payment for any Fee for Services performed by HP is not processed immediately upon acceptance of this Agreement, then Customer agrees to pay all invoiced amounts within thirty (30) days of HP's or HP's designated third-party billing and payment processor's invoice date. HP may suspend or cancel performance of open Orders or Services performed by HP if Customer fails to make payments when due.
6. **Risk of Loss.** HP is only responsible for the Services it provides to the extent described in this Agreement. Customer agrees HP does not provide 3D printing services or the Print Job and HP has no liability relating to the 3D printing services performed and/or products and services provided by Manufacturing Partners, including regarding damage to or loss of the Compatible File and/or product defect and damage to the parts from any Print Job.
7. **Services Performance.** All Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard. Customer acknowledges and agrees that HP's ability to deliver the Services performed by HP described herein depends upon Customer's compliance with this Agreement and cooperation with HP, as well as the accuracy and completeness of any information and data Customer provides to HP.
8. **Eligibility.** HP's service commitments do not cover claims resulting from: (1) improper use or other non-compliance with applicable HP instructions; (2) modifications not performed by HP or authorized by HP; (3) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service; (4) malware (e.g. virus, worm, etc.) not introduced by HP; and/or (5) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
9. **Warranty Disclaimers.** THE SERVICE IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED. HP: (A) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OR THE THIRD-PARTY PRINT JOBS, AND (B) DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OR THIRD-PARTY PRINT JOBS WILL BE

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UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. THE HP METAL JET PRINTING SOLUTIONS HAVE NOT BEEN DESIGNED, MANUFACTURED OR TESTED BY HP FOR COMPLIANCE WITH LEGAL REQUIREMENTS FOR SPECIFIC 3D PRINTED PARTS AND THEIR USES, AND CUSTOMER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE HP METAL JET PRINTING SOLUTIONS FOR THEIR USES, ENSURING COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND BEING AWARE THAT OTHER SAFETY OR PERFORMANCE CONSIDERATIONS MAY ARISE WHEN USING, HANDLING OR STORING THE SUPPLIES. TO THE EXTENT PERMITTED BY LOCAL LAW, HP SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES OF ANY KIND OR NATURE THAT RESULT FROM THE USE OF THE SERVICES OR THE HP METAL JET PRINTING SOLUTIONS.

10. **Marketing/Public Relations.** For one (1) year following the Effective Date of this Agreement, Customer agrees to provide HP information about Customer's experiences with the Service for HP's use in at least one (1) marketing, public relations, and/or other activity highlighting Customer's use of the Service.
11. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered Services. If HP provides Design Services to Customer, HP reserves the right to use the same or similar methods to produce a Compatible File for other customers.
12. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that the Design Service as supplied under this Agreement by HP infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with HP's defense. HP may modify the Design Service so as to be non-infringing and materially equivalent, or HP may procure a license. If these options are not available, HP will refund to Customer the amount paid. HP is not responsible for claims resulting from any unauthorized use of products or Services. HP is not responsible for claims resulting from deliverables content or Files provided by Customer.
13. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
14. **Personal Information.** Each Party shall comply with their respective obligations under applicable data protection and privacy legislation. Customer is

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responsible for deleting any personal data before sending any Files to HP. HP will use any personally identifiable information or personal data ("PII") to which it has access strictly for purposes of delivering the Services ordered.

15. **Global Trade Compliance.** Customer and HP agree to be mutually responsible for complying with all laws and regulations applicable to each party's obligations under the Agreement, including, without limitation, laws and regulations applicable to import and export, such as the trade control laws of the United States and other national governments. Customer who exports, re-exports, or imports or otherwise transfers Products, technology, or technical data assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.
16. **Limitation of Liability.** HP's liability to Customer under this Agreement is limited to the greater of \$1,000 or the amount payable by Customer to HP under this Agreement for the twelve (12) months preceding the breach. HP will not be liable for failure to meet any obligations herein if such failure is due to inaccurate assumptions or inaccurate information provided to HP by Customer. HP will not be liable for failure to meet any obligations if such failure is due to delayed, false, or inaccurate information provided by Customer. Customer assumes all risk relating to or arising from the printing of the Compatible File, and HP is not liable for the performance or non-performance of third-party services, including printing services by the Manufacturing Partner. Customer's purchase of Manufacturing Partner services does not assign any agreement between Customer and the third-party vendor to HP. Customer is solely responsible for the performance of obligations under such third-party agreements, including payment for any third-party printing services and payment of all their applicable fees. Customer is responsible for contacting the Manufacturing Partner for all warranty, product, and dead-on-arrival issues. HP shall have no responsibility for any loss or damage caused by the Compatible File or the parts printed from any Print Job. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
17. **Customer Warranty/Indemnification for the File and 3D Printed Parts.** Customer represents and warrants that that it is has the legal authority to provide HP the File and all its contents without restriction, and that the File may lawfully be 3D printed. Customer further represents and warrants that if the File is for a firearm: (1) Customer or its end-user customer is a licensed and regulated firearms manufacturer, (2) the firearms printed from the Compatible File are detectable by airport or similar weapons/firearms security screening technology in accordance with US law, and (3) the firearms are traceable by US law enforcement. Customer assumes all risk relating to or arising from the parts printed from the Compatible File ("3D Printed Parts"). HP shall have no responsibility for any loss or damage caused by the 3D Printed Parts. Customer shall defend, indemnify and hold harmless HP from all third-party claims, losses,

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liabilities, costs, damages, judgments, awards, expenses (including but not limited to attorney's fees, expert witness fees, and bonds) arising out of Customer's or its customers and/or partners or end user's use, operation, distribution, sale, marketing or possession of the 3D Printed Parts. HP shall provide prompt notification of the claim and cooperation with the defense. Notwithstanding anything to the contrary contained herein or otherwise communicated to Customer, Customer is solely responsible for the evaluation of and determination of the suitability and compliance with applicable regulations of the HP Metal Jet printing solutions and/or 3D Printed Parts for any use, especially for uses (including but not limited to medical, dental, food contact, automotive, aerospace, heavy industry, and consumer products) that are regulated by US, EU and other applicable governments.

18. **Termination.** Either Party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either Party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other Party may terminate this Agreement and cancel any unfulfilled obligations. Notwithstanding the foregoing, HP may terminate the Agreement at any time, in whole or in part, with sixty 180 days' written notice. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
19. **Force Majeure.** Neither Party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
20. **General.**
 - a. **Disputes.** If Customer is dissatisfied with any Service provide by HP and disagrees with HP's proposed resolution, the Parties agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
 - b. **Notices.** All notices required under this Agreement will be in writing and sent to (i) the address of the local HP or Customer Project Manager, or such other address as the Project Manager may designate, with copy to HP Inc. Global Legal Affairs, Attn: 3D Division Counsel 1501 Page Mill Road, Palo Alto, CA 94304 as applicable, and will be considered effective upon receipt.
 - c. **Assignment.** Neither Party may assign this Agreement in whole or part, without the prior written consent of the other.
 - d. **Entire Agreement.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties.
 - e. **Independent Contractor.** HP is an independent contractor in the performance of this Agreement and neither HP nor any HP personal or Affiliates are employees or agents of Customer or the 3DP Vendor.
 - f. **Governing Law.** The Agreement will be governed by the laws of the state of California, excluding rules as to choice and conflict of law.

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- g. Electronic Signature. Both Parties agree that this Agreement may be sent using electronic means such as email or the hp.com website and where necessary entered into and completed using electronic signature processes.

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