



# HP 3D Printing and Digital Manufacturing: Design for Additive Manufacturing Training

## HP Qualified Designer for HP Multi Jet Fusion Terms and Conditions

Congratulations on the completion of the required training to become qualified as a HP Inc., herein referred to as “HP”, Qualified Designer for HP Multi Jet Fusion.

The HP Designer for HP Multi Jet Fusion qualification is governed by these terms and conditions. The non-compliance to these terms and conditions will result in the forfeit of qualification. HP also reserves any and all rights to legal remedies resulting from your non-compliance that is available by law. Your use and representation of this designation and/or any associated insignias is deemed as acceptance of the obligations herein stated as follows:

WHEREAS, HP develops, manufactures, and markets HP Jet Fusion 3D printing hardware, software, solutions, workflow products, and related consumables, including powders, for the 3D printing market (“HP Jet Fusion 3D Printer Solutions”) as set forth in Exhibit A; WHEREAS, You (herein referred to as “Licensee”) has received the HP Designer for HP Multi Jet Fusion qualification for its use in the provision of design services.

NOW, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Term.** This Agreement begins as of the Effective Date and, unless earlier terminated as provided herein, continues for five (5) years (the “Initial Term”), with automatic renewals for successive one (1) year periods (each a “Renewal Term”, and together with the Initial Term, the “Term”) unless either Party gives notice of its intention not to renew at least six (6) month prior to the expiration of the Initial Term or any Renewal Term. During the term, Licensee’s Certified Product will continue to use the Licensed Trademarks as described in section 4 of this Agreement.
2. **Party Key Obligations**
  - 2.1. Key Obligations of Licensee. Licensee will participate in the HP Qualified Designer for HP Multi Jet Fusion, in and by which Licensee agrees to:
    - 2.1.1. Complete all obligations of Licensee required by the HP;
    - 2.1.2. Use Licensed Trademarks and Insignias in connection with Licensee’s design service offerings in accordance with the terms of this Agreement;
  - 2.2. Key Obligations of HP. HP agrees to:
    - 2.2.1 At its sole discretion, promote the utilization of HP 3D Print Qualified Design services through demo centers, website, Licensee’s provided marketing tools and collateral, and at relevant events and tradeshows as determined by HP;
    - 2.2.3 Grant Licensee a license to the Licensed Trademarks as set forth in section 4.
3. **Confidential Information.** HP and Licensee regard all information pertaining to the HP Qualified Designer for HP Multi Jet Fusion certification, including any information regarding 3DP Customers or potential 3DP Customers, to be of a proprietary and confidential nature. Both parties will protect the confidentiality of such information until such information becomes public by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of such information as parties use to protect their own confidential information of a like nature. Neither party will make public in any manner this Agreement or any reports or test results

obtained pursuant to this Agreement. The obligations set forth in this section will survive for three years after the expiration or termination of this Agreement.

#### 4. Trademark License.

- 4.1. HP's Marks. The limited trademark license granted in this section 4 is subject to HP Qualified Designer for HP Multi Jet Fusion certification. If Licensee fails to maintain HP Qualified Designer for HP Multi Jet Fusion certification, then this section 4 will not apply and Licensee will have no license nor permission to use the Licensed Trademarks.
- 4.1.1 HP hereby grants to Licensee a non-exclusive, non-assignable, non-transferable, personal and limited license (without the right to further sublicense) to use, reproduce and display the Licensed Trademarks set forth in Exhibit D in the Territory as long as certification is maintained by Licensee in connection with the marketing, sale, promotion and provision of Licensee's design services.
  - 4.1.2. This license does not extend to any other HP trademark, logo, or service mark, or to the names of any HP product or service except to the extent such product names are incorporated in the Licensed Trademarks, and no permission is granted for any use of such names, trademarks, logos, or service marks.
  - 4.1.3. Licensee will not apply or use the Licensed Trademarks to or in connection with any product. Licensee will not display the Licensed Trademarks in a manner likely to mislead, confuse, or reflect negatively on the Licensed Trademarks or HP, or which might jeopardize or limit HP or its Affiliates' proprietary interests in the Licensed Trademarks.
  - 4.1.4. Licensee's use of the Licensed Trademarks shall be in accordance with applicable trademark law and shall comply in all respects with then-current Trademark Guidelines displayed on Exhibit D (including all disclaimer requirements) and as provided in writing by the HP Program Manager, as well as any additional HP standards, policies, and guidelines that may be provided by HP from time to time. HP may modify or add to the Trademark Guidelines at its sole discretion from time to time, and at any time.
  - 4.1.5. Licensee may only use artwork supplied by HP for Licensed Trademarks and will not modify this artwork in any way.
  - 4.1.6. All rights or purported rights in Licensed Trademarks acquired through Licensee's use belong solely to HP. Licensee will not use or adopt any trademarks that might be confusingly similar to Licensed Marks or HP Marks, and Licensee will not register or use any tradename, internet domain name or social media-related name that contains Licensed Marks or HP Marks, in whole or in part or any other name which is confusingly similar thereto. If Licensee acquires any interest in any trademark, service mark, business name or domain name that would violate this section, Licensee will promptly assign the same to HP. Licensee will not use Licensed Marks or any HP Marks in a manner implying that Licensee is or may be a branch or entity of HP. HP may require Licensee to immediately discontinue use of HP Marks at any time and for any reason.
  - 4.1.7. HP reserves all right, title, and interest under law and equity in and to the Licensed Trademarks. HP will remain the exclusive owner of all rights in the Licensed Trademarks and will have the exclusive right at its discretion to enforce or defend the same if infringed or challenged. Any damages recovered through such enforcement will belong exclusively to HP.
  - 4.1.9 The use by Licensee of Licensed Trademarks is authorized only as explicitly set forth herein and upon expiration or termination of this Agreement for any reason, such authorization will cease

## 6. Representations and Warranties

The parties warrant and represent that it will comply, in all material respects, with Applicable Law in its respective performance of this Agreement.

**7. Indemnity.** Licensee will defend, indemnify and hold harmless HP, its corporate affiliates, and their respective directors, officers, employees and agents and representatives, and their customers (including without limitation end users, distributors and resellers) ("Indemnitees"), from and against any and all third party claims, demands, causes of action, lawsuits, loss, liabilities or expenses (including reasonable attorneys' Royalties) (collectively "Indemnity Claim(s)") arising out of or related to, any actual or alleged: (i) use of the Licensed Trademarks by Licensee other than as expressly permitted by this Agreement; (ii) any other material breach of this Agreement, including but not limited to the obligations listed in section 2, by Licensee; (iii) claims that Licensee's design infringes the Intellectual Property rights of any third party; (iv) claims related to the recall of any product, or (v) claims relating to personal injury, death, property damage or other alleged injury or damage of any kind to any third party arising from the production, promotion, distribution, advertising, sale, use or performance of Licensee's design. HP will give Licensee notice of any Indemnity Claim. HP will provide Licensee the authority, information, and assistance, at Licensee's expense, reasonably necessary to defend any claim. HP and any other Indemnitee may, in its or their discretion, participate in the defense of such Indemnity Claim at their own expense. If Licensee does not diligently pursue resolution of such Indemnity Claim, then HP may, without in any way limiting its other rights and remedies, defend the Indemnity Claim and collect its costs of doing so from Licensee. Any settlement or compromise Licensee desires to enter into will be subject to HP's prior approval and will include a full and complete release of any and all Indemnity Claims that the third-party claimant may have against Indemnitees.

**8. Limitation of Liability.** THE LICENSED TRADEMARKS ARE PROVIDED TO LICENSEE "AS IS." HP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED TRADEMARKS, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LICENSEE'S USE OF THE LICENSED TRADEMARKS WILL BE AT LICENSEE'S RISK IN ALL RESPECTS. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR BUSINESS OPPORTUNITIES WHATSOEVER ARISING OUT OF ANY PROVISION OR PERFORMANCE OF THIS AGREEMENT, OR OUT OF LICENSEE'S USE OF THE LICENSED TRADEMARKS, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR NOT, OR WHETHER SUCH DAMAGES ARE BASED ON TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF SUCH PARTY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT, THE FOREGOING EXCLUSIONS OF THIS SECTION WILL NOT BE APPLICABLE TO ANY LIABILITY OF A PARTY OR ITS AFFILIATE FOR DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THE FOLLOWING: (i) THE PARTIES INDEMNIFICATION OBLIGATIONS FOR INDEMNITY CLAIMS UNDER SECTION 12 OF THIS AGREEMENT; (ii) BREACH OF CONFIDENTIALITY AND OTHER OBLIGATIONS UNDER SECTION 3 OF THIS AGREEMENT; OR (iii) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FRAUD OF SUCH PARTY OR ITS AFFILIATE.

## 9. Termination.

9.1. Termination causes. HP may terminate this Agreement in the event of the other Party's material breach of any provision hereof, including but not limited to the obligations set forth in section 2, upon fifteen (15) calendar days' written Notice to the other Party.

9.2. HP Termination. HP may terminate this Agreement for convenience, with or without cause, upon three (3) months written Notice to Licensee at no cost.

## 10. Miscellaneous.

10.1. Relationship of Parties/Entire Agreement/Severability/Assignment. This Agreement does not create any agency or partnership relationship; comprises the entire understanding between the Parties with respect to

its subject matter, and supersedes any previous communications, representations, or agreements, whether oral or written; and may be added to, modified or waived only in a written instrument signed by both Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, all remaining provisions will remain in full force and effect. This Agreement or any right, license, privilege, or obligation provided herein may not be assigned or transferred by either Party without the prior written approval of the other Party, any attempted assignment or transfer without such prior written approval being void, except that HP without such approval may assign or transfer any or all of its rights or obligations hereunder to HP or any HP subsidiary. Any merger, consolidation, reorganization, transfer of all, substantially all, or a material portion of the assets of a Party, or other Change of Control, even if any of these events occur by operation of law, will be considered an assignment for purposes of this Agreement. This Agreement will inure to the benefit of and will be binding on the permitted successors and assigns of the Parties.

- 10.2. No Waiver. A Party's failure to exercise or delay in exercising any of its rights under this Agreement will not constitute a waiver, forfeiture, or modification of such rights. A Party's waiver of any right under this Agreement will not constitute a waiver of any other right under this Agreement or of the same right on another occasion. Any waiver must be in writing and signed by the waiving Party.
- 10.3. Compliance with Applicable Law. Licensee warrants that it will comply with all Applicable Laws in its performance under this Agreement. HP will not be responsible for monitoring Licensee's nor Licensee's subcontractor, supplier's, or other's compliance with any Applicable Laws.
- 10.4. Intellectual Property Rights. Except as specifically provided herein, neither Party acquires any patent, trade secret, copyright, mask work, trademark, service mark or other Intellectual Property rights under this Agreement, and neither Party has any obligation to purchase, sell, license, transfer or otherwise dispose of any technology, services or products. Unless otherwise agreed in writing by both Parties, each Party will be solely responsible for all of its own costs and expenses in connection herewith.
- 10.5. Notice. Any notice required or permitted hereunder ("Notice") will be given in writing. Any such Notice will be deemed effective upon receipt, if delivered personally, or three business days following transmission, if delivered via certified mail or a recognized overnight courier. Licensee will give HP prompt written Notice of any change in Licensee's physical or electronic address.
- 10.6. Authority of Signatory. If this Agreement is signed by an agent or representative of a Party, such agent or representative individually warrants and represents that he or she is authorized to execute this Agreement on behalf of, and bind, such Party.
- 10.7. Survival. The following provisions survive expiration or termination of this Agreement: subsection 1 of section 2 (Licensee Obligations), section 3 (Confidential Information), section 4 (Trademark License), section 7 (Indemnity), section 8 (Limitation of Liability), the effect of termination provisions set forth in section 9 (Termination), subsection 7 of section (Survival) and section 11 (Definitions) will survive and remain in effect after the expiration or termination of this Agreement.
- 10.8. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the United States of America and of the State of New York without regard to its conflict of law's provisions. The Parties exclude application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 10.9. Exhibits. The following exhibits are incorporated here and are part of this Agreement. All exhibits attached to this Agreement will be deemed a part of this Agreement and incorporated herein by reference. The term "Agreement" includes the exhibits listed in this section. Terms, which are defined in this Agreement and used in any exhibit, will have the same meaning in the exhibit as in this Agreement.
  - Exhibit A: HP Jet Fusion 3D Printer Solutions
  - Exhibit B: Licensed Trademarks and Trademark Guidelines

## 11. Definitions.

- 11.1. Customers. “3DP Customers” are customers that own HP Jet Fusion 3D Printer Solutions.
- 11.2. Affiliates. “Affiliates” means an entity whose voting shares are owned less than fifty percent (50%) but at least ten percent (10%) by a Party to this Agreement.
- 11.3. Applicable Law. “Applicable Law” means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, and legally binding requirements of all federal, state, and local governmental authorities applicable to any Party’s performance under this Agreement.
- 11.4. Business Day. “Business Day” means a day other than a Saturday, Sunday, or a day on which commercial banks are closed in the location at which performance of an act or obligation under this Agreement is to occur.
- 11.5. HP Qualified Designer for HP Multi Jet Fusion Certification Program, “Certified 3DP Designer Program” or “Certified Design Program” is a program for designers whereby such designers receive qualification for the design of 3D parts for HP Jet Fusion 3D Printer Solutions and, subject to HP’s review and at HP’s sole discretion, obtain a license from HP to use the Licensed Trademarks for promotion and sales of services.
- 11.6. Claim. “Claim” means any demand, allegation, or request for compensation or performance relating to this Agreement.
- 11.7. Decertification. “Decertification” means the Licensee no longer meets Designer Qualification.
- 11.8. HP MultiJet Fusion. “HP MultiJet Fusion” is defined as ‘a high precision additive manufacturing technology designed, developed and commercialized by HP that uses a combination of powdered materials, agents and energy source e.g. infrared fusing lamps to create high precision solid parts or components for the prototyping and manufacturing industries.
- 11.9. Intellectual Property. “Intellectual Property” means any ideas, whether or not patentable, inventions, discoveries, processes, designs, works of authorship, names, know-how, and other such items for which Intellectual Property Rights may be secured.
- 11.10. Mark. “Mark” means any trademark, service mark, trade dress, trade name, logo, or other mark identifying a Party or its Certified Products.
- 11.11. Recertification. “Recertification” means the renewal of Designer Qualification designation pursuant to the HP Qualified Designer for HP Multi Jet Fusion certification.
- 11.12. Region. “Region” is a set of territories in which Certified Product is sold. The Regions are EMEA, APJ, and AMS as defined by HP.
- 11.13. Subsidiaries. “Subsidiaries” means an entity controlled by, or under common control with, a Party to this Agreement, through ownership or control of fifty percent or greater of the voting power of the shares or other means of ownership or control, for as long as such ownership or control exists.
- 11.14. Term. “Term” means the time period specified in Section 1 of this Agreement. Territory. “Territory” means the entire world, except for any country where US export law prohibits trade or commercial dealings.

