

## ARTEC TERMS AND CONDITIONS OF SALE

This Purchase Agreement is a contract between you (“Buyer”) and a seller of one or more Artec 3D Scanners, which includes one or more of Artec 3D Scanner, accessories, software, and documentation (collectively, “Product”). Each of Products provided to Buyer is subject to the following conditions:

The Product, and all authorized copies thereof shall not be used in any way other than as allowed by this Agreement. Buyer acknowledges that, all copyrights, trade secret rights, know how, moral rights, intellectual creations (literary and artistic works including software programs), design and model, trademarks, patents, service marks, commercial symbols, trade names, other intellectual property rights and similar rights of any type related to the Product (collectively, “**Intellectual Property Rights**”), are and will at all times be the property of Artec Group, Inc., together with its affiliates, licensors and subsidiaries (collectively, “Artec Group”), even if suggestions made by Buyer may be incorporated into current or subsequent versions of any part of the Product.

Buyer shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Product or attempt to reconstruct or discovery any source code, underlying ideas, algorithms, file formats or programming interfaces of the Product by any means whatsoever; (b) remove any product identification, proprietary, copyright or other notices contained in or on the Product; (c) modify any part of the Product or create a derivative work of any part of Product; (d) separate any parts, including software and hardware, of the Product from the Product itself, or use any parts of the Product separately from the Product; (e) publicly assert or imply that the Buyer had any role in creation, development, or improvement of the Product; (f) conceal or downplay the fact that the Product constitutes intellectual and commercial property of Artec Group.

Unless specified in a separately negotiated agreement or if a third party license is provided with the software (the “Software”), provided that the Buyer has paid all applicable license fees, and assuming that the Buyer has not negotiated a separate specific agreement or been granted a third-party license with the Software, then the Buyer is granted a limited, royalty-free, nonexclusive and nontransferable, non-sublicensable, revocable license limited solely to the use of the Software’s application with the hardware, if applicable, sold in conjunction with the Software for its intended purposes, which purposes preclude Buyer’s provision of any product or service to a third party that would alleviate any third party from the obligation or need to obtain a separate license to the Software. All rights, title to and ownership of all applicable Intellectual Property Rights in the Software remain with Artec Group and its licensors. Buyer shall not attempt to acquire any other rights or transfer any ownership rights in the Software in contravention to Artec Group’s rights.

Artec Group’s rights extend to any accompanying printed materials and online or electronic documentation, and any authorized copies of the above materials. The Software as used herein includes unpublished software, trade secret and confidential or proprietary information of Artec Group or its licensors and is developed at private expense. Buyer may use third-party software products or modules supplied by Artec Group solely with Products, unless the licensing terms of the third-party software specify otherwise. The Buyer agrees that its use of the Software is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Artec Group regarding future functionality or features, except as mutually agreed upon in writing by the parties.

The Software may contain embedded third-party software (“Embedded Third-party Software”). The licensors of such Embedded Third-party Software shall be third party beneficiaries entitled to enforce all rights and obtain all benefits which relate to such licensors under these terms and conditions. The licensors of such Embedded Third-party Software shall not be liable or responsible for any of Artec Group’s covenants or obligations under these terms and conditions, and Buyer’s rights or remedies with respect to any Embedded Third-party Software under these terms and conditions shall be against Artec Group. Buyer shall not directly access or use any Embedded Third-party Software independently of the Software unless Buyer obtains appropriate licenses. Under certain circumstances, Artec Group will advise that Buyer needs

to obtain a license for other third-party software ("Third-party Software") for use in conjunction with the Software. Buyer agrees that the terms and conditions agreed to between Buyer and such Third-party Software vendor, including but not limited to warranties, indemnification and support, shall be solely between Buyer and the Third-party Software vendor, and Artec Group shall not have any responsibility or liability for such Third-party Software. Artec Group Products may contain open source software ("Open Source"). If Open Source is used, upon written request from Buyer, ARTEC will make available the appropriate Open Source software as per the applicable general public license terms. Upon termination of the Software license resulting from any Buyer breach of these terms and conditions, Buyer shall discontinue use and destroy or return to Artec Group all copies of the Software and related documentation and provide Artec Group written declaration of compliance.

The Product is non-refundable. Without prejudice to any other legal warranty, no refunds or exchanges will be given unless the Product is defective, in which case Artec will reimburse, repair or exchange the Product. The Product is guaranteed to be free from defects for a period of twenty-four (24) months from date of delivery, or for hidden defects, as of the moment the defect is noticed ("Warranty Period"). Defects that occur within this Warranty Period under normal use and care will be repaired or replaced at Artec's discretion with no charge for parts or labor. Replacement of the Product or its parts does not extend or restart the Warranty Period. In the event that the Product is Dead On Arrival (DOA), the Buyer has 14 (fourteen) days in which to return the Product to Artec and ask for a replacement. If the Buyer does not return the Product within 14 (fourteen) days, then the Product will be treated under normal warranty conditions. Should the Product be found in sound working order, the Buyer may be charged a fee. In the event that no identical Product is available for service repair, Artec has the right, in its discretion, to replace it with a product of equal capacity, offer Buyer a refund, or offer the Buyer the choice of Product upgrade, which may incur an extra cost. The warranty does not cover any defect or malfunction caused by an accident, misuse, abuse, improper installation or operation, lack of reasonable care, unauthorized modification, loss of parts, tampering or attempted repair by a person not authorized by Artec. The warranty does not cover damage arising during transportation or installation, unless they are performed by Artec. The warranty does not apply to xenon lamp.

Buyer expressly agrees that Artec shall not be subject to any liability, in contract, tort (including negligence) or otherwise, arising out of or in any way related to this Agreement and/or the use of the Product. In particular, but without limitation of the foregoing, Artec shall not in any event be liable for any indirect, special, incidental, punitive, exemplary or consequential (including lost profits) damages, even if Artec has been advised of the potential for such damages. Buyer hereby agrees to indemnify and defend Artec and hold it harmless from and against any claims of third parties arising out of (a) Buyer's use of the Product and other activities under or related to this Agreement, and (b) any third party's use of the Product. Nothing in this Agreement limits Artec liability for gross negligence or willful misconduct.

Buyer acknowledges and agrees that the Product may be subject to restrictions and controls imposed by the US export and trade regulations and applicable laws of a specific country, whether within the US or outside ("the Acts"). The Buyer acknowledges and agrees to abide by the Acts if the Product is subject to export controls and restrictions. The Buyer represents, warrants and covenants that neither Buyer nor its employees or contractors (a) are located in, or resident or a national of, restricted countries, (b) are on the list of restricted end-users; and (c) will unless otherwise authorized under export control regulations, use the Product in any restricted end-use, including without limitation, design, analysis, simulation, testing or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications. Buyer agrees and certifies that neither the Product nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. The Buyer shall be solely responsible for (i) complying with applicable laws and regulations of Buyer's country or residence and countries of supply of the Product which restrict or prohibits exports and (ii) monitoring any modifications to such laws and regulations.

Buyer acknowledges and agrees that the Product may be subject to restrictions and controls imposed by the Export Administration Act of 1979, as amended, and the Export Administration Regulations there under ("the Acts"). Buyer agrees and certifies that neither the Product nor any direct product thereof is being or

will be used for any purpose prohibited by the Acts. Buyer further agrees and certifies that neither the Product nor any direct product thereof will be exported to: (1) the following countries which are currently subject to U.S. trade embargoes: Cuba, Iran, Libya, North Korea, Sudan and Syria; or (2) persons or entities on the U.S. "Denied Persons List," "Specially Designated Nationals List," and "Entities List." In addition, if the Product is identified as export controlled items under the Acts, Buyer represents and warrants that it is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that it is not otherwise prohibited under the Acts from receiving the Product. Upon written request by Artec, Buyer agrees to promptly provide a list of all parties to whom Buyer has transferred, provided, or lent the Product.

This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Santa Clara County, California. This Agreement does not limit any rights that Artec may have under trade secret, copyright, patent or other laws.