

**ZCORPORATION SERVICE AGREEMENT TERMS AND CONDITIONS: EXTENDED
WARRANTY/ PREMIUM / EDUCATIONAL PLAN**

Z Corporation ("the Company") agrees to perform and Customer agrees to pay for the service of the equipment subject to the following terms and conditions. The Customer's purchase of a service agreement shall be construed as acceptance of the Z Corporation Terms and Conditions. The Company objects to any additional or different terms that may be contained in Customer's response.

1. Service

The Company or an authorized service provider will provide phone support, diagnostic labor, repair labor, repair parts, which are to be ordered and installed by ZCorporation certified personnel, one annual preventative maintenance visit, back up model printing and ZNet conference registration as described in Appendix A during the term of this Service Agreement.

The Company or an authorized service provider will repair the Equipment which is not operating and restore it to normal operation as determined by the Company, Monday through Friday (excluding Company holidays) during the hours of 8:00 a.m. to 5:00 p.m. for the term of this Service Agreement. The Company or authorized service provider will first attempt to solve the problem over the phone; if this does not resolve the problem then the Company or authorized service provider will either remove the Equipment and provide temporary replacement Equipment as described in the Service Agreement or will send a technician to fix the problem on site. If the Customer requires more than two site visits then Customer agrees to pay 50% of the airfare expenses associated with the third and subsequent site visits.

The Equipment must be operated in the Equipment Location on file and in accordance with the Company's Operator's Manual(s); any malfunction must be reported promptly to the Company.

- (a) Service calls requested outside of Normal Hours and service of those items not identified on the signature page will be billed at the Company's after hours service rate.
- (b) The Company or its service providers have no obligation under this Service Agreement to provide, replenish or replace consumables such as powder, binder, binder cartridges, vacuum bags and wax ("Consumables") used in conjunction with the Equipment. The Company also has no obligation to replace or replenish items which have been misplaced or depleted by the Customer such as those found in the tool and accessories kits.
- (c) Software Updates: The Company will provide Customer with normal software updates for the Equipment during the term of this Service Agreement.
- (d) The Company, at its option, may elect to remove the Equipment for service and to provide temporary replacement Equipment to Customer. If The Company so elects, Customer agrees in such a case to package Equipment in accordance with written instructions and ship it to the Company at the Company's expense; upon return of the Equipment, Customer agrees to package the replacement Equipment and ship it to the Company at the Company's expense.

2. Term

- (a) The term of this agreement is 12 months unless otherwise specified in writing by The Company. The Company or its Service Providers reserves the right to withhold service purchased under this Service Agreement if Customer fails to make payments as due. Customer shall nevertheless be required to pay all amounts due and payable prior to suspension of Service.

- (b) Both parties have the right to cancel this Service Agreement by providing written notice 30 days in advance to the other party. Customer shall pay for all amounts due and payable prior to termination of Service. The Customer will be reimbursed on a pro rata basis up to the termination date for any payments made in advance.
- (c) Renewal of Service Agreement. The annual charge for a subsequent term shall be the current charge in effect at the start of the new term. The Company and its service providers agree to waive its right to bill the Customer for bringing the equipment into good operating condition if there is no lapse between the end date of this Service Agreement and the beginning of the renewal.

3. Payment

- (a) Customer agrees to make payment of the charge as a single payment within 30 days of the start of the Term or, in the alternative, on a quarterly basis for an additional handling and administrative charge of \$125 per billing. All payment is net 30 days.
- (b) Charges are exclusive of all federal, state, local, use, excise and other taxes. Any such tax shall be paid by the Customer unless the Customer furnishes a valid exemption certificate to the Company.
- (c) Any taxes imposed by any governmental authority upon the Company's shipment of replacement part to Customer or Customer's receipt from the Company of replacement part applicable under the Service Agreement shall be paid by the Customer. The Company reserves the right to include and shall include in its invoices any tax incurred with respect to shipping replacement part to the Customer.

4. Parts

The cost of replacement parts (which may be new or refurbished) is included in the charge payable by Customer with the exception of Consumables. It is important for the Company to have certain parts returned, either for repair and refurbishment, or for failure analysis. Therefore, if a faulty part that has been replaced is identified by the Company's Service Manager to be a "return" part, then the Customer is responsible for returning such faulty part to the Company. If such part is not received by the Company within 15 days, then the Customer will be invoiced for the part.

5. Initial Condition of Equipment

If the Company has not been responsible for maintenance of the Equipment immediately prior to the commencement of this Service Agreement, the Company reserves the right to charge the customer to evaluate the Equipment and, if necessary, to bring the Equipment to satisfactory working condition at its current service rate prior to the start of the Term.

6. Equipment Modification

At the discretion of the Company and with Customer approval, modification may be made to equipment during service by the Company in order to improve performance or reliability. No additional charge will be made for this service. Any Customer requests to modify or add non-Z Corp. approved devices or accessories to Equipment are outside the scope of this Service Agreement.

7. Limitations

- (a) Exceptional Causes of Equipment Malfunction. Repair of Equipment malfunction for the following abnormal conditions is not covered by this Service Agreement and will only be performed by the Company at its then current service rate for labor and parts:
- i. Any relocation, removal or reinstallation of the Equipment that has not been authorized in advance in writing by the Company. Upon request and approval by the Company, the Company will supervise the relocation, removal or reinstallation of the Equipment at the Company's then current service rate for labor and parts.
 - ii. Flood, lightning, earthquake, tornado, hurricane, fire, bombing, armed conflict, malicious mischief or vandalism, sabotage, acts of terrorism or other natural or manmade disasters.
 - iii. Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation.
 - iv. Repairs, maintenance or modifications made by anyone other than Z Corp. trained personnel or without Z Corp.'s supervision and/or written approval.
 - v. Failure by the Customer to operate and maintain the Equipment in accordance with Z Corp.'s Operator's Manual(s).
 - vi. Any use of the Equipment other than in accordance with Paragraph 10 below.
 - vii. Use of any Consumables not provided or authorized in writing by Z Corp., or
 - viii. Use of casting Consumables with a standard feeder or other products which Z Corp. determines must be casting-specific, or if the Customer is not covered by a Casting Service Contract.
- (b) The servicing of non-Z Corp. material or equipment is not covered by this Service Agreement.
- (c) Service calls made to train operators, not to address Equipment malfunction, are not covered by this Service Agreement.

8. Warranty

The Company's sole obligation under this Agreement is to provide service as described in Section 1 of this Service Agreement. THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. THE COMPANY IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION ARISING OUT OF THE USE OR INABILITY TO USE PRODUCTS OR SERVICES SOLD HEREUNDER. IN NO EVENT WILL THE COMPANY'S LIABILITY EXCEED THE TOTAL CHARGE OF THIS SERVICE AGREEMENT.

9. Insurance

Information regarding the Company's insurance is available upon request.

10. Use of Equipment

The Equipment, and use of the Equipment, may be subject to limitations imposed under patents licensed to or owned by the Company., and is to be used solely for the fabrication of appearance models and prototypes using new Z Corporation-supplied consumables from Z Corporation or its authorized distributors in the original packaging. Other uses may be restricted; contact Z Corporation for further information.

The Equipment is designed to be used by design engineers and other professionals in the production of early-stage 3D appearance models and prototypes. The Equipment is not to be used to produce, either directly or indirectly, medical or other products that may require precise dimensions or tolerances to ensure the safe and effective operation of such products. You agree to indemnify, defend and hold Z Corporation, Z Corporation UK and their officers, directors and employees harmless from and against any and all claims, losses, damages, costs and expenses resulting from any use of the Equipment other than for the production of early-stage appearance models and prototypes.

If the Customer has purchased all relevant casting-specific products as recommended by Z Corp. (casting-specific service contract, hardware, software, and consumables), as well as a casting license, then the Customer may also utilize the Equipment to fabricate molds for casting using new Z Corporation-supplied consumables from Z Corporation or its authorized distributors in the original packaging.

11. Customer Responsibilities

- (a) Customers shall provide Company personnel reasonable access to Equipment whenever service is required. Customer shall cooperate with Company personnel so that service can be performed efficiently and without interruption.
- (b) The Company shall be allowed use of Customer equipment which Company personnel deem necessary for performance of service.

12. General

- (a) The Company agrees not to knowingly disclose any information or data obtained pursuant to the performance of this Service Agreement when such information or data is clearly identified as proprietary.
- (b) The Company reserves the right to determine the assignment of its employees or authorized service providers in the performance of this Service Agreement.
- (c) Customer shall not assign this Service Agreement without the prior written consent of the Company.
- (d) Any provision(s) of this Service Agreement which in any way contravenes the law of any state or country in which this Service Agreement is effective shall, to the extent of such contravention of law, be deemed separable and shall not affect any other provision or the validity of this Service Agreement.
- (e) This Service Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts and the United States. Customer consents to venue and jurisdiction over any action related to this Agreement in the United States District Court for Massachusetts or the Superior Courts for Middlesex County, Massachusetts.

APPENDIX A

Benefits of this Service Agreement*

Phone Support

Phone support is available from Z Corporation during regular business hours of 8:00AM – 7:00PM ET, should your authorized reseller or service provider not be able to assist you with your problem.

Diagnostic Labor

The first step in any repair is to diagnose the problem. Certified technicians from Z Corporation service providers are specially trained to analyze machine behavior, interpret error codes, and get to the root of the problem quickly.

Repair Labor

Any repair needs a skilled technician to do the work, and to do it right the first time. Z-Care customers receive priority response in the event of a service call and all work is performed by a Z Corporation certified service provider. Our service providers target a prompt on-site presence in case of an equipment failure.

Repair Parts

Z-Care customers receive all parts needed for the repair of their equipment. Parts in stock are shipped that day provided they are requested prior to 4pm ET. Repair parts must be ordered and installed by Z Corporation certified personnel. All shipping charges are also covered.

Backup 3D Model Printing Support

Our authorized resellers, backed-up by Z Corporation's own Print Services team, can produce mission critical parts for customers whose printer is out of service. For Z-Care™ Premium customers, this will be at no charge during periods of equipment down time exceeding 3 days. This support covers the elapsed time between the report of failure and the point at which the equipment is repaired.

Preventive Maintenance (PM)

Regular preventive maintenance by a certified technician is your very best way to maximize uptime and get consistently great parts. The technician will review the performance of the equipment, replace worn items, thoroughly clean the system and check all routine maintenance items. Any operation or print quality problems will be addressed and repaired using factory authorized parts.

*Subject to change without notice.