

TERMS 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, related services, and documentation, or any combination of Products sold as a sole unit (bundles) (collectively, the "**Products**" or individually a "**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 Europe S.à r.l, together with its affiliates, licensors and subsidiaries (collectively, "**Artec**"), 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.

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.

Buyer acknowledges that, as between the parties, Artec owns all right, title and interest in and to the Products, including without limitation, all copyrights, trade secrets and other intellectual property rights pertaining thereto. Artec reserves all rights not expressly granted to Buyer hereunder. There are no implied rights. Buyer will not alter, remove, modify or suppress any confidentiality legends or proprietary notices placed on or contained within the Products.

Artec'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 or its licensors and is developed at private expense. Buyer may use third-party software products or modules supplied by Artec 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 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'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. 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 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 shall not have any responsibility or liability for such Third-party Software. Artec Products may contain open source software ("**Open Source**"). If Open Source is used, upon a 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 all copies of the Software and related documentation and provide Artec written declaration of compliance.

The Products are 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, in its sole discretion, will repair or exchange the Products or reimburse the purchase price.

Buyer expressly acknowledges and 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 Products. 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 Buyer's use of the Products and other activities under or related to this Agreement. Nothing in this Agreement intends to limit Artec's liability for personal injury or death caused by Artec's negligence.

Buyer explicitly recognizes and undertakes to comply with the sanctions, embargoes, trade restrictions (including dual-use items), any applicable export control rules, bans, prohibitions, and other restrictive measures ("**Restrictive measures**") in connection with the Products or parts of the Products, or which may arise in connection with the use, transfer or trade, offer for sale or transfer, of the Products or their parts. This to include:

- The United Nations Security Council's Restrictive measures.
- The European Union's Restrictive measures, including those imposed via the decision of the Common Foreign and Security Policy (CFSP) of the European Union or by the Member-States' national legislation.
- The United States Restrictive measures published by Office of Foreign Assets Control (OFAC).
- The United Kingdom of Great Britain and Northern Ireland Restrictive measures.
- Restrictive measures applicable to the Product and imposed by the governmental authorities of the Buyer's home country or country of export, import, country of temporary import, or transit country.

The Buyer represents and warrants that none of its clients, partners, sponsors, investors, nor any shareholders, directors, director nominees, officers, employees, or any agent, affiliate or other person acting on behalf of the Buyer is currently the subject or the target of any Restrictive measures; nor is located, organized or resident in a country or territory that is the subject or target of respective Restrictive measures.

Buyer shall not directly or indirectly transfer, lease, lend, sell, use or allow to use or make available, or give access to the Products or the results or work obtained via the Products, to any individual, company, subsidiary, any joint venture partner, other person, entity, business, agency, governmental body in any country or territory, that is the subject or target of the Restrictive measures or in any other manner that will result in a violation by any person (including any person mentioned herein) of the applicable Restrictive measures.

The Buyer, its employees, affiliates, agents, clients, partners and other persons who may use or possess the Products shall ultimately comply with all the mentioned restrictive measures. Buyer shall bear ultimate responsibility for any violation of the restrictive measures made by any person mentioned in this clause or any third party.

The Buyer shall take all reasonable measures to prevent unauthorized access to, or access for unauthorized purpose, to the Products or to the results or work and shall immediately notify the Reseller

or Artec about any attempts of any persons or entities from the countries under Restrictive measures to get access to the Products.

The Buyer shall keep indemnified at all times the Reseller and Artec in case of any Restrictive measures violation whether it occurred by the fault or negligence of the Buyer, its employees or associated persons or third parties or if the breach occurred after the Products would be further made available, transferred, licensed or sold to the third party in violation to the terms herein and any applicable Restrictive measures.

The list of Restrictive measures given herein is not exhaustive and may be updated from time to time by the relevant authorities. It is the Buyer's obligation to keep itself updated and comply with the Restrictive measures in full.

This Purchase Agreement shall be governed by and enforced and interpreted in accordance with the laws of the Grand-Duchy of Luxembourg without regard to its choice of law principles and the parties agree that the courts of Luxembourg City shall have exclusive jurisdiction. The parties agree that, to the extent permitted by law, the Vienna Convention of 1980 ("The Convention on Contracts for the International Sale of Goods") and all international and domestic legislative (or other) implementations of that Convention shall not apply in relation to the sale of the Products under this Purchase Agreement. The parties agree to the exclusive jurisdiction of courts of Luxembourg City, Grand Duchy of Luxembourg.