



STANDARD SOFTWARE TERMS AND CONDITIONS

Effective November 1, 2025

ACCELERATING INTELLIGENT MANUFACTURING

These Standard Terms and Conditions apply to any proposal and agreement and/or purchase order relating to the licensing of software ("Software") or the provision of maintenance relating to the Software ("Software Maintenance") or the subscription to licensing of the Software ("Software Service") from Oqton 3DXpert US Corp ("Oqton") by a customer ("Customer"). These terms and conditions, together with the related proposal and agreement and/or purchase order for the Software license and/or for Software Maintenance ("Agreement") shall constitute the entire agreement between the parties.

1. **GENERAL PROVISIONS** – The Agreement governs the sale to Customer of a license to Oqton Software listed on the face of the Agreement and Software Maintenance for a period of time specified in Section 9 below or in the Agreement. Customer has selected the Software and/or Software Maintenance based only on their specifications. No additions or modifications of the Agreement shall be valid unless in writing and signed by Oqton and Customer. After Customer signs the Agreement (or any amendment thereto), the Agreement will become a binding contract when and if it is executed by an officer or other authorized designee of Oqton.

Customer agrees to waive its own general and special terms and conditions, even where it is stated therein that only those conditions apply and even if such terms and conditions were not protested by Oqton. This Agreement shall prevail over any differing or additional terms and conditions proposed by Customer, including, without limitation, those contained in any purchase order issued by Customer.

2. **SOFTWARE LICENSE and SOFTWARE SERVICE** – Customer acknowledges and agrees that the Software shall be licensed to Customer pursuant to terms and conditions contained in an end user license agreement ("EULA") appearing on a computer screen during installation of the Software (commonly referred to as a "click-through" license). Customer and Oqton agree that the terms and conditions of any click-through license contained in the Software are hereby incorporated by reference into the Agreement as if fully set forth herein. Customer agrees to be bound by the terms and conditions in any click-through license contained in the Software, regardless of whether the Software generating such click-through license is installed by Customer's employee or by Oqton or an independent contractor installing the Software for Customer's use. Oqton will provide a copy of such click through license to Customer upon request. Warranty terms regarding the Software are contained in the click-through license contained in the Software. Terms and conditions listed in the EULA supersede these terms and conditions.
3. **SOFTWARE SERVICE** - The license to the Software, is expressly restricted to the rights, limitations and other terms set forth in the Agreement and Customer shall not be able to invoke any alleged implied rights which are not expressly set out under the Agreement. For the avoidance of doubt, the Software is only licensed, not sold to Customer. Customer acknowledges and agrees that any use of the Software outside the scope of and/or in breach of the terms as set forth in this Agreement, shall entitle Oqton to immediately terminate (or alternatively, at Oqton's option, suspend) this Agreement for material breach by Customer, without any formalities being required and without prejudice to any other right or remedy available to Oqton pursuant to this Agreement or under applicable law.
4. **PROFESSIONAL SERVICES** - At the request of Customer, Oqton may accept to provide Professional Services to Customer. Oqton shall provide the Professional Services in complete independence and shall plan its activities as it sees fit. Unless otherwise stated in the Order Form, all Professional Services are charged on a 'time and material' basis. Customer acknowledges and agrees that in order for Oqton to effectively perform the Professional Services in a proper, timely and efficient manner, Customer must cooperate with Oqton by (i) making available on a timely basis management decisions, information, and approvals; and (ii) at no cost to Oqton, providing timely and appropriate access to Customer facilities, personnel, equipment, resources and systems, and any relevant Customer Data, information and documentation (to be accurate and complete) as necessary to facilitate performance of the Professional Services. Customer guarantees that all requested customizations shall (i) comply with applicable laws; and (ii) shall not infringe upon the rights of any third parties. The Deliverables shall be deemed accepted by Customer upon delivery.
5. **SUPPORT** – If no specific service levels have been agreed in writing between the Parties, Oqton shall use commercially reasonable efforts to correct (or the provide a workaround for) any reproducible Defects in the Software as soon as reasonably possible after Customer has logged the Defect by using the ticketing system chosen by Oqton. Technical Support is provided via email and a dedicated web portal. Support will be delivered by a member of Oqton' technical support team during the regional hours of operation listed below. Software Maintenance, if purchased by Customer in the Agreement or included within the Software Service agreement, is provided on the following schedule:

ONLINE SUPPORT SERVICE - Oqton will provide a Customer support portal where end users can log incidents or questions. Oqton will use its reasonable efforts to return any message from a Customer within four (4) business hours from the time such message was left.

UNSCHEDULED EXTENDED MAINTENANCE SERVICE – Customer may request remedial maintenance service beyond the terms of the Agreement and on Saturdays, Sundays and Oqton' holidays on a prescheduled basis in accordance with Oqton' then current applicable hourly labor rates for services on such days.

RESTRICTIONS - Support is delivered in localized languages only where available and can be determined by contacting Customer's local Oqton office.

6. **SOFTWARE UPDATES** – Customers on active Software Service agreement or who purchase Software Maintenance will receive updates to the Software, if and as the updates become available during the term of the Agreement, at no additional charge. Oqton has no obligation to provide support for any versions of the Software other than the current version. Oqton has no obligation to provide support for technology previews, beta software, or free utilities provided by Oqton.
7. **DEFECT RESOLUTION** - Should Oqton in its sole judgment determine that there is a defect in the Software, it will, at its sole option, repair that defect in the version of the Software that you are currently using or instruct you to install a newer version of the Software with that defect repaired. Oqton reserves the right to provide you with a workaround in lieu of fixing a defect. Should you report a purported defect in the Software to Oqton, Oqton may ask you to provide the following information: (i) a general description of the operating environment, (ii) a list

of all hardware components, operating systems and networks, (iii) a reproducible test case, and (iv) any log files, trace and systems files. Your failure to provide this information may prevent Oqton from identifying and fixing that purported defect.

8. **EXCLUSIONS** - Oqton will have no obligation of any kind to provide Technical Support for problems caused by or arising out of any of the following: (i) modifications to the Software not made by Oqton; (ii) use of the Software other than as authorized in the Agreement or as provided in the documentation for the Software; (iii) your negligence or fault; (iv) external or internal programming or scripts; (v) third-party products not expressly supported by Oqton; or (vi) conflicts related to replacing or installing hardware, drivers, and software that has not been Oqton certified.
9. **DISCLAIMER OF STATUTORY WARRANTIES** – WITH RESPECT TO SOFTWARE AND SOFTWARE MAINTENANCE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSES, EACH OF WHICH IS HEREBY DISCLAIMED.
10. **LIMITATION OF LIABILITY** – Oqton will not be responsible to Customer for consequential, exemplary, special, or incidental damages (such as loss of profit or employee's time) regardless of the reason. In no event shall the liability and/or obligations of Oqton under the Agreement exceed the price previously paid for Software or Software Maintenance by Customer during the then current term as set forth in the Agreement. Oqton shall not be obligated to recreate or restore Customer's data under any circumstances. Limitations of liability regarding the Software are contained in the click-through license contained in the Software.
11. **INSITU AND IOT DATA STORAGE** - While using the Oqton "Build Monitoring and IoT" software the following data retention policies apply: Images are always stored in respect to a Build. A Build, including its full set of images, whether they are non-anomalous or show anomalies (incl. masks and files with 'xaf' extension), will be stored until the next build is started on that printer. During this period, users can access this data via different clients and/or export/copy/backup it through custom integration. These retention periods are established to ensure compliance with legal obligations, support continuous service improvement, and maintain accurate records for analysis and reporting purposes.
12. **TRAINING SERVICES** – With respect to training services that are included or paid for as part of the agreement, Customer agrees that if parties did not manage to provide the service within 12 months of the agreement start date, it will be considered as those training services were provided. Oqton will do its best efforts to provide sufficient options for the training to take place.
13. **TITLE, RISK OF LOSS AND DELIVERY** – If conditions arise which prevent compliance with delivery schedules, Oqton will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However, Oqton will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation. Delivery occurs FCA Origin on the actual shipping date, and title and the risk of loss transfer to Customer upon shipment.
14. **PAYMENT** – Customer shall pay Oqton the Fees set forth in the Order Form, in accordance with this Agreement. Payments made by Customer to Oqton under the Agreement shall be final and non-refundable. Unless otherwise stated in the Agreement, payment terms shall be: Customer shall pay all amounts due within thirty (30) days. On overdue accounts, Customer shall pay interest at the rate of 1 1/2% per month (or the highest legal interest rate, if lower). The Customer shall provide Oqton with a copy of tax exemption certificate, direct pay certificate or resale certificate for the "Ship to" location if exemption from sales or use taxes is claimed. Oqton reserves the right to revoke the license to the Software and/or discontinue Software Maintenance for Customer's failure to make timely payment.
15. **TERMINATION** - Oqton may, at its sole discretion, suspend or terminate the Agreement, partially or wholly, by written notice to Customer, if Customer fails to pay to Oqton any amount due under the Agreement and Customer fails to cure such failure to pay within thirty (30) days from the date of a written notice of default from Oqton to Customer. Either Party may immediately terminate the whole or any portion of the Agreement without any judicial intervention, without being liable for compensation and without prejudice to its rights to damages and any other rights, remedies and/or claim to which it may be entitled by law, upon providing the other Party with written notice of termination if:
 - i. the other Party performs a material breach to any provision of the Agreement and fails to cure such material breach within thirty (30) calendar days after receipt of written notice of the material breach;
 - ii. the other Party becomes insolvent, is subject to voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business; or
 - iii. the other Party breaches the Oqton Intellectual Property Rights or Confidential InformationUpon termination of the Agreement:
 - i. Customer's and the Users' right to use the Software will automatically cease and all licenses granted to Customer pursuant to the Agreement shall automatically terminate;
 - ii. each Party shall delete or return, within reasonable time of such termination or expiration, all Confidential Information from the other Party, except as required to comply with any applicable legal or accounting record keeping requirement; and
 - iii. Customer shall promptly pay Oqton all Fees due to Oqton up to and including the date of termination.
16. **PATENTS** – If anyone claims the Software infringes their U.S., European Union or Japanese patent, copyright, trade secret or other proprietary right, Oqton will indemnify and hold Customer harmless from any damages, judgments or settlements (including costs and reasonable attorney's fees) resulting from the claim if Customer promptly notifies Oqton in writing of the claim and permits Oqton to elect to take over the defense of the action. If Oqton takes over the defense, it may select the counsel and have the sole right to defend or settle the matter. Oqton may substitute comparable non-infringing Software, or modify the Software (which still must meet the specification) to make it non-infringing, or obtain a right for the Customer to continue using the Software (all at Oqton' expense), or, if the above are impractical and its continued use is enjoined, buy the Software back from the Customer for the original purchase price less a reasonable rental value for its use. This indemnification does not apply to claims resulting from non-Oqton modifications to the Software, use of unlicensed third party content, or use with other devices or software added by the Customer.

17. **EXPORT COMPLIANCE** – Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any Equipment or Software except in full compliance with all U.S., EU and other applicable export control laws and regulations. These obligations shall survive the termination of the Agreement. Further, Customer agrees the items, technology/technical data and/or services will not be used for any purposes, to include design, production, assembly, testing, operation, integration, installation, inspection, maintenance, repair, overhaul, or refurbishment, related to a military or defense application or military End-Use or by a military End-User in the People’s Republic of China, Venezuela, Burma (Myanmar), Russia or any other country, state or province named in US Regulation 744.21 Supplement 2. The product(s), software, and/or technology acquired from Oqton will not be re-exported, sold or otherwise re-sold or transferred to a destination subject to UN, EU or OSCE embargo where that act would be in breach of the terms of that embargo sold, or transferred in violation of Regulation (EU) No 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items. Customer will not sell, transfer, export, or re-export any items received from Oqton for use in activities that involve nuclear explosive activities, unsafeguarded nuclear activities, nuclear fuel cycle or nuclear propulsion activities, or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, missiles, rocket systems or unmanned aerial vehicles (UAV).
18. **FORCE MAJEURE** – Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.
19. **SEVERABILITY** – If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.
20. **DISPUTE RESOLUTION** – Customer and Oqton shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to the Oqton corporate headquarters.
21. **OTHER** –
 - A. The Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws provisions thereof.
 - B. Both Oqton and Customer will comply with all laws applicable to the Agreement.
 - C. All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Oqton will be sent to the address provided in the Agreement.
 - D. Changes to the Agreement must be in writing and must be signed by both parties.
22. **COMPLETE AGREEMENT** – Customer acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer represents and agrees that the Agreement and the click-through licenses contained in the Software set forth the complete and exclusive statement of the agreement including the governing terms and conditions between the parties, which shall prevail over and supersede all proposals, printed provisions on subordinate Customer documents including purchase orders, oral or written agreements, the Customer’s general terms and conditions and all other communications between the parties relating to the subject matter of the Agreement.