

By participating in the MakerBot Partner Portal Program (“**Program**”), the company or entity submitting the partner application (“**you**” or “**your**”) agrees to be bound by all of the terms and conditions below (“**Agreement**”). Unless otherwise specified by MakerBot, this Agreement shall apply to any and all subprograms, such as but not limited to any marketing or other incentive programs, offered to you as a participant in the Program.

For purposes of this Program, “**MakerBot**” means, as applicable, MakerBot Industries, LLC and/or MakerBot Affiliate. “**MakerBot Affiliate**” means MakerBot Europe GmbH & Co. KG, or Stratasys Ltd., or any direct or indirect subsidiary of MakerBot Industries, LLC.

“**MakerBot Reseller**” means an entity with whom MakerBot has entered into a separate, written Reseller agreement authorizing such partner to purchase from MakerBot for the purpose of resale to resellers in a territory (“**Reseller Agreement**”).

1. **ELIGIBILITY.** Throughout your participation in the Program, you (a) must be a current MakerBot Reseller and in compliance with all of your contracts with MakerBot; (b) maintain good credit standing with MakerBot; (c) maintain a current registration profile including yearly updates and prompt notification to MakerBot in writing of any change that may affect your participation or partner level; and (d) meet other criteria required by MakerBot. This Program is not exclusive, and MakerBot may authorize any qualified third party to participate in the Program.

2. **PARTNER PORTAL ACCESS.** Your use of the MakerBot Partner Portal (“**Partner Portal**”) is subject to (a) this Agreement, (b) the MakerBot’s U.S. site terms located here: <http://www.makerbot.com/legal/terms> or MakerBot Europe’s Terms of Use located here: <https://eu.makerbot.com/shop/en/legal-notice>, as applicable, and (c) any applicable terms of Salesforce.com Inc. located here: <https://www.salesforce.com/company/legal/agreements.jsp>. You will create an online password that will allow you to access the Partner Portal. You are responsible for keeping your password confidential. MakerBot recommends that you change your password regularly. You will be responsible for all transactions registered to your account. If you believe an unauthorized transaction has occurred in your account, please notify your MakerBot sales representative. You will not grant any third-party access to the Partner Portal without prior written approval by MakerBot.

4. **ERRORS & AVAILABILITY.** MakerBot is not responsible for any errors in transmission that may occur prior to our receipt of the transmission. You acknowledge that the security procedures used in the Partner Portal are for the purposes of authentication of a transmission, and not to detect error. In addition, there may be a delay between the time you send a transmission to MakerBot and the time MakerBot receives it. All transmissions are considered received by MakerBot only when actually received by MakerBot. MakerBot is not responsible for any delays between the time you send a transmission and the time MakerBot receives it. Access to the Partner Portal may be unavailable without notice at certain times, including, without limitation, when systems require maintenance or upgrades, or in the case of unforeseen circumstances such as earthquakes, fires, floods, terrorism, war, riot, computer virus or bugs, computer failures, interruptions in telephone service, or electrical outages. MakerBot will not be liable for the unavailability of service or for any damages that may result from such unavailability.

5. **CONFIDENTIALITY.** The term “**MakerBot Confidential Information**” means any confidential or proprietary information pertaining to or provided by MakerBot, including, without limitation, product and roadmap information, pricing, marketing incentives and plans, customer and supplier data, lead information, financial and technical information, and other business information including, but not limited to, software and documentation, business processes, strategies, information related to the Program, the Partner Portal and all non-public data contained in the Partner Portal, deal registration, line of business registration, and partner training, whether such information is in written, oral, electronic, website-based, or other form. The terms of this Section 5 shall be in accordance with the provision on Confidential Information in the Reseller Agreement between MakerBot and MakerBot Reseller. Notwithstanding, if MakerBot elects to provide a customer lead to you, then by accepting or using customer lead and the personal and business information pertaining to such customer lead (“**Lead Information**”) you agree to (a) use Lead Information solely in connection with the marketing or sales campaign for which the Lead

Information was provided and then only for the purpose of marketing MakerBot products and services, (b) manage Lead Information in accordance with applicable privacy laws and this Agreement, (c) maintain industry standard physical, organization and technical processes and procedures to protect any unauthorized access to Lead Information, and (d) notify MakerBot promptly after becoming aware of any unauthorized access to, or loss of, Lead Information.

6. ADMINISTRATION. You will maintain true, accurate and complete accounting books and records regarding your activities under this Agreement. At any time MakerBot may audit your compliance with the Program or verify any reports or claims you submitted. MakerBot may, without prior notice, immediately suspend or terminate your participation in the Program if you submit inaccurate, incomplete, or fraudulent claims or information or if you engage in activities that may cause damage, embarrassment or adverse publicity to MakerBot.

7. COMPLIANCE. You will comply with all terms posted to the Partner Portal, including, without limitation, MakerBot's Terms of Use here: <http://www.makerbot.com/legal/terms>

8. INDEPENDENT CONTRACTORS. You and MakerBot are independent contractors and shall have no authority to bind the other. Neither this Agreement nor your participation in the Program shall be deemed to create a partnership, agency, joint venture, franchise, or other similar arrangement, and the employees, agents, or representatives of one party shall not be deemed to be employees, agents, or representatives of the other party. You acknowledge that use of the term "partner" in the Program name, materials, and administration does not constitute or imply a partnership or any other fiduciary relationship.

9. WARRANTY DISCLAIMER. MAKERBOT MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, TOOLS, AND OTHER MATERIALS RELATED TO OR PROVIDED UNDER THE PROGRAM), EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. YOU UNDERSTAND THAT THE PROGRAM DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS.

10. INDEMNIFICATION. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless MakerBot, MakerBot Affiliates, and their respective successors and assigns from any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from (a) your breach of this Agreement or (b) your conduct related to the Program.

11. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PROGRAM IS STRICTLY VOLUNTARY AND THAT YOUR PARTICIPATION HAS NOT BEEN REQUIRED BY MAKERBOT AS A CONDITION OF PURCHASING PRODUCTS OR SERVICES FROM MAKERBOT. IN NO EVENT SHALL MAKERBOT BE LIABLE FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN ADDITION, MAKERBOT SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES. IN NO EVENT SHALL MAKERBOT'S AGGREGATE LIABILITY FOR ALL CLAIMS EXCEED \$500.00 (U.S. DOLLAR). THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER MAKERBOT KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS, THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

12. GOVERNING LAW. THE PARTIES AGREE THAT THIS AGREEMENT, OR ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN YOU AND MAKERBOT BASED UPON, ARISING FROM, OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS THAT RESULT FROM THIS AGREEMENT,

MAKERBOT'S ADVERTISING, OR ANY RELATED PURCHASE SHALL BE SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

13. MODIFICATIONS. MakerBot reserves the right to modify the Program, including, without limitation, the eligibility requirements, Program benefits (including any discounts and pricing), and this Agreement, at any time without prior notice. If MakerBot elects to provide notice, MakerBot may do so via the Partner Portal or e-mail. If any modification is unacceptable to you, your sole recourse is to terminate your participation in the Program. If you continue to participate in the Program, such participation will constitute your binding acceptance of the changes and your consideration supporting any such modification. Any disputes arising before a modification is made shall be governed by the Dispute Resolution-Arbitration clause applicable at the time the dispute arose. No oral modifications are permitted under this Agreement and you agree not to rely upon any oral representations made at any time.

14. TERMINATION. You may withdraw from the Program at any time by notifying MakerBot in writing. MakerBot may suspend or terminate your participation in the Program, in whole or in part, without prior written notice, (i) for any breach of this Agreement, (ii) for any attempt to impair the integrity of the Program as determined by MakerBot, or (iii) upon termination or expiration of your Reseller Agreement with MakerBot; in such event, MakerBot is not obligated to provide any benefits related to or arising from the cause of such suspension or termination. In addition, MakerBot, in its sole discretion, may at any time terminate the Program in whole or in part, for all participants, or for you alone, with or without cause, without prior written notice. All provisions that by their nature are intended to survive the termination shall survive. Each party accepts the risk of termination by the other. On termination, neither party will have any claim against the other for the investment it may have made in the relationship established under this Agreement or in anticipation of the sales and other revenue to be gained because of it.

15. PRECEDENCE. Except as set forth in the paragraphs below, your purchase of products, software and services from MakerBot that you resell or intend to resell to others shall be subject to and governed by the then-current Reseller Agreement authorizing such partner to purchase from MakerBot for the purpose of resale to resellers in a territory. Your Reseller Agreement will continue to apply to any purchases made by you from MakerBot and to the extent there are any conflicting provisions regarding this Agreement and the Reseller Agreement, the Reseller Agreement shall prevail and control. Notwithstanding any contrary provision in Sections 2 and 16 above, the Reseller Agreement shall govern the following: (i) your purchase of products and services from MakerBot or a MakerBot Affiliate and (ii) your rights to sell such products and services to resellers in the geographic or market segment described in the Reseller agreement. This Agreement will not apply to the subject matters in subsections (i) and (ii) in the preceding sentence, and does not authorize you to sell products and services to end users.

16. MISCELLANEOUS. You may not assign this Agreement, or any benefits due to you under the Program, to any third party without the express written consent of MakerBot. If any provision herein is void or unenforceable, you and MakerBot agree to delete such provision and agree that the remainder of the Agreement will continue to be in effect. MakerBot's failure to enforce your strict performance of any term herein will not constitute a waiver of MakerBot's right to subsequently enforce such term or any other term of this Agreement. The entire relationship between you and MakerBot is defined in this Agreement and any valid Reseller Agreement. Both parties expressly disclaim any reliance on any oral statements, representations, or courses of conduct, including any right to continue to participate in the Program other than as provided in Section 15. The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only.