

Aleph Objects, Inc. Extended Technical Support Terms and Conditions

- A. Customer has purchased one or more products from AOI (the “Products”).
- B. Customer seeks, and AOI agrees to provide to the Customer, technical support for the Products on the terms and conditions set forth below.

1. Contact Methods. AOI will help Customer to resolve Customer’s questions relating to the Products by providing electronic and telephonic assistance to Customer’s designated representatives. Customer may contact AOI to request support services by any of the following methods:

Online at: www.lulzbot.com

Email to: support@alephobjects.com

Phone to: +1-970-377-1111

AOI may change the means through which it provides technical support at any time. Telephone support will generally be available from Monday - Friday, 9am - 7:30pm EST Saturday - Sunday, 9am - 5:30pm EST, except for holidays and other closures as posted on www.lulzbot.com. AOI will use commercially reasonable efforts, during regular business hours, to respond to electronic requests for support services within one business day of notification. Customer shall be responsible for providing all data that is relevant for resolving each support request. Failure to do so may result in a support delay or may even prevent AOI from offering a solution.

2. Term and Termination. The Extended Technical Support period shall be 1, 2, or 3 years, corresponding to the length of the Extended Warranty purchased from AOI, and shall automatically terminate with or without notice of termination. Upon termination, AOI shall have no further obligation to provide any services hereunder to Customer. Termination shall not affect any obligation owed by one party to the other party that have accrued prior to such termination.

3. Limits on Support Services. AOI’s obligations under these Terms and Conditions are limited to making available persons familiar with the AOI Product(s), and providing the results of AOI’s reasonable efforts in response to the Customer’s questions. AOI DOES NOT WARRANT THAT ANY PARTICULAR QUESTION WILL BE RESOLVED, OR THAT THE PRODUCT(S) WILL PRODUCE ANY PARTICULAR RESULT.

4. Not a Warranty. This document is not a warranty. The Products which Customer purchases from AOI may also come with a limited warranty from AOI. Please consult the applicable limited warranty for Customer’s rights and remedies under those limited warranties.

5. Services “As Is”. THE SERVICES HEREUNDER ARE PROVIDED “AS IS.” NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE SERVICES, IS GIVEN OR ASSUMED BY AOI OR ITS AGENTS AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. AOI MAKES NO

WARRANTY OR REPRESENTATION AS TO ANY ADVICE OR DIAGNOSIS GIVEN BY, OR THE RESULTS OF THE SERVICES PERFORMED BY AOI OR ITS EMPLOYEES OR AGENTS HEREUNDER, AND AOI SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY PROBLEMS WHICH MAY ULTIMATELY BE EXPERIENCED BY CUSTOMER, OR FOR ANY CLAIMS WHICH MAY BE ASSERTED BY CUSTOMER OR ANY THIRD PARTY BASED ON ITS USE OR NON-USE OF OR RELIANCE ON ANY SERVICES PROVIDED BY AOI UNDER THIS DOCUMENT, WHETHER BASED ON AOI'S ALLEGED NEGLIGENCE OR OTHERWISE. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS DOCUMENT ARE FAIR AND REASONABLE.

6. Limitation of Liability. AOI WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF SERVICES, AOI IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE SERVICES.

7. Events Beyond Reasonable Control. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the period equal to the period of excusable delay.

8. No Agency. Services performed by AOI, its employees, agents, or subcontractors shall be as an independent contractor and that nothing in this document shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

9. Claims of Confidentiality or Proprietary Rights. Information or data disclosed or sent to AOI, over the telephone, electronically or otherwise, is not confidential or proprietary to Customer.

10. Restrictions on Transfer. The Customer's rights and obligations under these Terms and Conditions shall not be assigned, sublicensed or in any other manner transferred to any other person or entity by Customer without the prior written consent of AOI. AOI may at any time assign any of its rights or obligations under this document. A third party service provider, under subcontract with AOI, may provide some or all of the support services hereunder.

11. Additional Services. With regard to any services that are not within the coverage of this document, it will be within AOI's discretion whether to perform the services, and, if AOI elects to perform the services, the services will be subject to an additional charge to be paid by Customer. Customer will be notified of any applicable fee before AOI's technical support personnel begin resolution of Customer's issue.

12. Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Colorado, U.S.A., without giving effect to any choice

of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Colorado.

13. Arbitration. Any controversy or claim in any way arising from this Agreement or the parties' relationship shall be submitted to confidential binding arbitration in Larimer County, Colorado, USA by a single attorney. Such arbitration shall be conducted pursuant to: i) the Commercial Arbitration Rules (CAR's) of the American Arbitration Association (AAA) modified for efficiency and: a) to avoid the involvement of the AAA, b) to provide for the minimal amount of discovery and other pre-hearing procedures consistent with a fair resolution of the dispute, c) to endeavor for the dispute to be resolved within 180 days of the arbitrator's appointment unless the arbitrator determines that justice requires otherwise, and d) to avoid involvement or fees by the American Arbitration Association or other such oversight organization; and ii) to the extent not inconsistent with the CAR's, the Federal Arbitration Act (FAA). For further efficiency, selection of the arbitrator shall be made promptly by two attorneys, one of which may be selected by each party. Further, in any arbitration proceeding, each party agrees that the prevailing party may be awarded its share of the arbitrator's fees and costs and its attorney's fees and costs in addition to any appropriate award, including but not limited to injunctive relief if deemed appropriate. The decision and award of the arbitrator is intended to be final and binding between the parties as to all claims that were or could have been raised in the arbitration. The parties are waiving their right to seek remedies in court, including their right to a jury trial. The award will be enforceable in any court of competent jurisdiction and judgment may be entered thereon.

14. Severability. In the event any provision of these Terms and Conditions shall be deemed unenforceable, or void, or invalid, such provision shall be modified so as to make it valid and enforceable and as so modified the Terms and Conditions shall remain in full force and effect.