Markforged

Eiger.IO Application Programming Interface ("API") Terms of Use

Before having access to or using the Eiger.IO APIs, you ("You") should read these Terms of Use ("Terms"). In order to use the API, You must execute this agreement, or click the "I Agree" button, acknowledging Your agreement to these Terms, or provide a legally binding signature or equivalent in order to use the API. In addition, You must provide an email address for an authorized purchasing or contracting agent or officer within your organization, if any.

By clicking the "I Agree" button (or other button or mechanism designed to acknowledge agreement, such as executing a signature block in a printed version of this agreement), You (a) are indicating that You have read these Terms, understand them, and agree to be legally bound to them, on behalf of the company, organization or other legal entity for which You are acting or for which you are an officer ("Organization"); and (B) You represent and warrant that You have the right, power and authority to act on behalf of and bind your Organization. If You or your Organization (collectively, "You") do not agree to all of these Terms or You do not have the right, power and authority to legally bind your Organization, then (A) do not click "I Agree" but instead click "I Reject" (or other button or mechanism designed to reject these terms); and (B) You are not permitted to access or use the API; however, any unauthorized use or access by You or Your Organization still constitutes agreement and consent to these Terms. Should you have any questions concerning this Agreement, please contact sales@Markforged.com.

I. Contractual Relationship; Scope

These Terms govern your access and use of the APIs provided by Markforged (or "We"). These Terms are in addition to the term of use associated with Eiger.IO ("Eiger.IO Terms"). In the event of any conflict between these Terms and the Eiger.IO Terms, these Terms shall prevail solely as related to use of the API along with any associated services, documentation or plugins (collectively "API"). In addition to these Terms, You agree that You will comply with all guidelines, rules, policies, and terms and conditions applicable to the APIs, that may be posted by or on behalf of Markforged, in the documentation or otherwise communicated by or on behalf of Markforged to You from time to time, including the Acceptable Use Policy (if any), any applicable third-party terms, and the Privacy Policy (collectively, the "Additional Terms"). All Additional Terms, including those referenced through a hyperlink in these Terms, as they may be amended from time to time by Markforged, are hereby incorporated into these Terms by reference.

II. Access to APIs

A. General.

To access the APIs, You must already have a registered account for Eiger.IO. You will be permitted access to the API through your account following approval by Markforged. You are only permitted

to access/enable specific functions ("End Points") through the API as designated by Markforged based upon your particular Eiger.IO API subscription. Specific administration users authorized by You will enable access to End Points to your authorized users through issuance of tokens. You may not make tokens available to third parties including by embedding them in open source projects and only You may access the API and authorized End Points with the credentials provided to You. You will not misrepresent or mask your identity or your credentials when accessing or using the API.

B. **Access Revocation.**

We reserve the right to revoke your access to the APIs without prior notice if we determine your use violates the Terms or is otherwise objectionable as determined in Markforged's sole discretion.

III. Use of APIs

A. Your Users.

You (including any users authorized by you) must comply with these Terms. In addition, if You offer your application for use by others outside of your entity, You must maintain a user agreement and a legally compliant privacy policy for your application that is; (i) consistent with these Terms, and (ii) prominently identified or located where users download or access your application. You must immediately notify us in writing of any breach of your user agreement or privacy policy that impacts, or may impact, customers or users of Markforged's products or services.

B. Compliance.

Access, implementation and use of the APIs must be in compliance with all applicable law, regulation, third party rights (including, without limitation, laws regarding the import or export of data or software, privacy, and local laws) as well as Markforged's instructions. You will only use the APIs in connection with legally permissible activities and as described in the Terms.

Promptly upon request, You will be required to certify certain aspects of your compliance with these Terms, including without limitation, your compliance with the above paragraph, and your security and data use practices, including the details of any privacy or security incidents potentially involving data of Markforged users. We will provide the form of certification which must be signed by an authorized officer of your entity.

C. API Limitations.

Markforged sets and enforces limitations on the use of APIs and End Points. You will not circumvent, or attempt to circumvent, such limitations as they apply to each API or End Point. Markforged may limit the number or nature of network calls that You or your application may make. Markforged may change such usage limits at any time with or without notice and may use any means to enforce its usage limitations or prevent overuse of the APIs.

D. Open Source.

To facilitate your API integration, Markforged may make certain Software Development Kit(s) ("SDK(s)") and/or libraries available to You under a separate open source license. You agree that any API integration facilitated with such open source SDK(s) and/or libraries remains subject to the Terms.

E. API Monitoring; Audit; Review.

We have the right to inspect, monitor and audit any records or activity related to your use of the API, to among other things, improve the API and identify security issues, or ensure compliance with the Terms. You will cooperate with audit requests by providing Markforged access to relevant knowledgeable personnel, physical premises, documentation, infrastructure, and application software.

We reserve the sole right to determine whether or not your use of the API is acceptable, including the manner in which the APIs are integrated into Your Products (defined in Section IV(B) below). Markforged may collect and use usage data and information related to your use of the API.

You agree to reimburse us for the costs and expenses of any audit that reveals a material breach of these Terms related to your use of the Markforged API Services. You agree to promptly address and correct all deficiencies identified in any such audit.

Markforged's review, testing, or approval of your products or services does not constitute any representation or acknowledgement by Markforged that Your Products and/or any content therein comply with the Terms, any laws, rules, or regulations, nor does it constitute any acceptance by Markforged of any responsibility or liability in connection such products or services, or any content therein.

F. Revocation.

If You do not comply with the Terms, or fail to timely evidence such compliance or if we believe that You have attempted to exceed or circumvent any of the prohibited uses or the additional requirements or limitations described in the Terms, your ability to use the API may be temporarily or permanently blocked or revoked.

G. Certain Prohibited Uses.

Unless permitted by applicable law You will not, and will not direct, encourage, or assist any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make the API available to any other party; (b) modify or make derivative works based upon the API; (c) improperly use the API, including, without limitation (1) creating Internet "links" to any part of the API, "framing" or "mirroring" any part of the API on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the API, (2) enabling outside applications to control the tool paths or fiber layouts for Markforged devices, (3) transmitting any viruses or other code that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; (d) reverse engineer, decompile, modify, or disassemble the API or any software or systems available through the API; (e) send spam or otherwise duplicative or unsolicited messages with the

API; or (f) use the API to (1) display any offensive content or any content for which you do not have the right to share with Markforged or to display or (2) distribute unsolicited advertising or promotions, or (3) engage in fraudulent or unauthorized activity including phishing, pharming, spidering, harvesting or other similar activities, or otherwise violate the Acceptable Use Policy.

In addition, You shall not, and shall not direct, encourage, or assist any other party to, access or use the API to: (a) design or develop a competitive or substantially similar product or service; (b) copy or extract any features or functionality thereof; (c) launch or cause to be launched on or in connection with the API a malicious automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program intended to overburden or hinder the operation and/or performance of any Markforged product or service; (d) attempt to gain unauthorized access to Eiger.io or its related systems or networks or any network of Markforged or a third party; (e) include any underlying Markforged platform or product with competitors in any aggregated view i.e. webpage, app, software, etc.; (f) aggregate Markforged's data with competitors' data; or (g) parse or scrape any of Markforged's data; in each case other than as explicitly permitted by Markforged in writing. You will not share with a third party (or enable a third party to use) any operational, technical or other data obtained through the use of the API in any manner that is competitive to Markforged, including, without limitation, in connection with any application, website or other product or service that also includes, features, endorses, or otherwise supports in any way a third party that provides services competitive to Markforged's products and services.

IV. Ownership; License

A. Ownership.

Markforged owns all right, title and interest, including without limitation, all intellectual property rights and other rights in and to its software applications (including but not limited to the Markforged APIs), any intellectual property rights used in connection with the software applications, and other proprietary technology, including any data structures therein, accompanying documentation, and any updates or revisions to the foregoing. All rights not specifically conveyed are retained by Markforged.

You agree that you will not use Markforged's trademarks, service marks, or trade dress or any similar names, marks, or trade dress ("Markforged's Marks") without express, written permission from Markforged. This prohibition on using Markforged's Marks includes, but is not limited to, use in domain names, on websites or social media accounts, or as the names or titles of software applications or software features or functions.

B. Licenses.

Subject to your compliance with the Terms, Markforged hereby grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to access and use the API for the sole purposes of developing, testing, using, and maintaining an integration of your application with the API, and to refer to Markforged for the sole purpose of identifying Markforged as the source of the API.

Markforged may produce and distribute incidental depictions, including screenshots, video, or other content from your API client, and may use your company or product name, trademarks, and trade dress in the course of Markforged's worldwide promotion, marketing, or demonstration of the API you are using; you hereby grant Markforged a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such incidental depictions, company names, product names, trademarks, and trade dress for the aforementioned purposes without further notice to or consent from You.

Subject to the rights granted to Markforged and limitations herein, You reserve and retain sole and exclusive ownership of all right, title, and interest in, to, and under (a) your extensions and applications, and (b) all modifications, corrections, repairs, translations, enhancements, and other derivative works and improvements of your extensions and applications, including all intellectual property rights arising therefrom or relating thereto (collectively, (a) and (b) are "Your Products"), to the extent Your Products do not infringe any of Markforged's intellectual property rights. You are solely responsible for all costs incurred by you in the creation and maintenance of Your Products.

V. Content

You are solely responsible for selecting all content made available through and contained in Your Products and for ensuring that such content complies with the Terms and any other requirements applicable to such content. You are fully responsible for any information you provide to Markforged via the API.

The API may contain content owned by a third party. This content is the sole responsibility of the third party that makes it available. Additionally, content accessible through Markforged APIs and Markforged products may be subject to the intellectual property rights of third parties.

VI. Feedback; Attribution

A. Feedback.

Markforged will have (and You grant) a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any ideas, comments, suggestions, feedback, requests or other recommendations that You provide, relating to the API, or other Markforged products/services, ("Feedback"). Markforged shall be free to use Feedback in any manner and for any purpose (including, without limitation, incorporation in Markforged's products/services and advertising and marketing materials, and developing and marketing products and services) without liability or compensation to you or restriction of any kind.

B. Attribution.

Except for and subject to the license granted in Section IV. B. of this agreement and except where otherwise expressly stated, neither party grants the other party any right, title, or interest in or to the other party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features ("Brand Attributes"). You shall not make any statement regarding your use of the API which disparages Markforged or its business partners.

The documentation for the API You use may include guidelines for providing attribution to Markforged. You agree to provide any attribution in accordance with Markforged trademark guidelines, which may be updated from time to time.

VII. Privacy

A. Markforged Data.

Except for third party content described herein, "Markforged Data" includes all data received from Markforged through a Markforged API. Where such data includes non-public content relating to a user, such content must not be exposed to other users or to third parties without proper consent from that user.

B. Personal Information.

If your use of the API or access to Markforged Data requires or will likely result in the provision of personal information directly to Markforged, You agree to adequately inform and obtain all necessary consents and authorizations from the applicable users to provide such personal information to Markforged and retain written records of such consents. Markforged will treat personal information obtained from you through your use of the API in accordance with the applicable privacy and data protection laws and the Markforged Privacy Policy.

C. Confidentiality.

You may be given access to information that is confidential to Markforged ("Markforged Confidential Information"), which may include your credentials as well as any materials, communications or other information that is marked confidential or that would reasonably be considered confidential under the circumstances. You agree to use Markforged Confidential Information only for the purpose of using the API in accordance with the Terms, and, unless compelled by a court of applicable jurisdiction (and you gave Markforged written notice and a reasonable chance to defend its interests prior to such court compelled disclosure), You agree to not disclose any Markforged Confidential Information to any third party without Markforged's prior written consent.

Markforged Confidential Information does not include information that you independently developed, that was rightfully given to You by a third party without any confidentiality obligation, or that becomes public through no fault of your own or any party under your control.

D. Security.

You agree to implement and maintain appropriate technical, physical, and organizational measures to protect Markforged Data and Markforged Confidential Information against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure in the same manner that you would protect your own confidential and proprietary information but in no event using less than a reasonable degree of care.

VIII. Term; Termination and Survival

A. Term; Termination.

These Terms will apply for as long as You access and use the API. You may terminate these Terms at any time by giving us notice and ceasing to access and use the API. Markforged may terminate these Terms at any time, including if it determines that You have violated the Terms. These Terms will terminate automatically in the event the API You use is no longer made available or if your access to Eiger.IO is terminated or expires, or if any representations You make herein are deemed or found to be untrue.

Upon termination of these Terms you will immediately stop using the API and delete any cached or stored content and any Markforged Data (including any Markforged Confidential Information). Markforged reserves the right to contact your end users to notify them of the termination of your right to use the API.

B. Survival.

The provisions set forth in these Terms that, by their nature, should survive termination or expiration of these Terms, will survive any expiration or termination of these Terms.

IX. Representations; Indemnification; Disclaimer; Limitation of Liability

A. Representations.

You hereby represent and warrant that you have all authority necessary to bind yourself (including your Organization) to these Terms and that You are not prohibited from accessing or using the API in the country in which You reside. If, at any time, You do not have authority, are legally prohibited, or do not agree to these Terms, then these Terms are automatically terminated, and You must discontinue all access and use of the API immediately.

You further represent and warrant that (a) You have the right to distribute, or otherwise make available Your Products to your end users, (b) such products comply with all applicable local, state, federal and international laws and regulations as well as applicable terms of service and privacy notices and (c) Your Products do not and will not infringe the rights of any third party.

B. Indemnification.

You agree to indemnify and hold Markforged and its officers, directors, employees, and agents harmless from and against any and all claims, demands, losses, liabilities, and expenses (including legal fees), arising out of or in connection with: (a) your use of the API or information obtained through your use of the API; (b) your breach or violation of the Terms or (c) your violation of the rights of any third party, including with respect to any third party content.

C. Disclaimer.

THE API IS PROVIDED "AS IS" AND "AS AVAILABLE". MARKFORGED DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND

NON-INFRINGEMENT. IN ADDITION, MARKFORGED MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE API OR ANY INFORMATION REQUESTED OR OBTAINED THROUGH THE USE OF THE API. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE API, AND ANY INFORMATION REQUESTED OR OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

D. Limitations.

WHERE PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MARKFORGED OR ANY OF ITS SERVICE PROVIDERS, SUPPLIERS OR REPRESENTATIVES (INCLUDING OFFICERS OR DIRECTORS) BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR (B) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, ARISING FROM YOUR USE OF THE MARKFORGED API SERVICES, REGARDLESS OF WHETHER YOU OR SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. MARKFORGED'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE WILL NOT EXCEED ONE THOUSAND DOLLARS ($1000).

XI. Support and Maintenance

Markforged may provide documentation, functional and technical design documents, and other documents that may be relevant or useful in using the API. Markforged has no obligation to provide any maintenance, support, or training for set-up or use of any API.

XII. Modifications

Markforged in its sole discretion may modify, update or discontinue the API. Markforged may also impose additional limits on certain features and services or restrict your access to parts or all of the API without prior notice or liability. While we can provide no guarantee, we will try to ensure that future versions of the API are backwards compatible to the immediately preceding version.

Markforged may amend these Terms from time to time. Amendments will be effective upon Markforged's posting of such updated Terms of Use at this location or in the amended policies or documentation related to the Markforged APIs. Your continued access or use of the API after such posting confirms your consent to be bound by these Terms of Use, as amended.

XIII. Miscellaneous

You are contracting with Markforged, Inc. with an address at 480 Pleasant St. Watertown, MA, 02472, USA. This Agreement shall be governed by the laws of the State of Massachusetts, without

regard to the conflict of laws provisions thereof. In no event shall either the United Nations Convention on Contracts for the International Sale of Goods or any adopted version of the Uniform Computer Information Transactions Act apply to, or govern, this Agreement. In the event either party initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive jurisdiction of such action shall be in the state and federal courts in Boston, Massachusetts. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will, only to the extent required by applicable law, be subject to the laws of your state of residence in the United States, or, if you live outside the United States, the laws of the country in which you reside. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts for Massachusetts, USA, for all disputes arising out of or relating to these Terms. Markforged may assign this contract to another entity at any time with or without notice to you. Claims must be filed within one year. You must bring any claim related to these Terms or the Service within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred. These Terms of Use were drafted in English and the English-language version shall control in the event of a conflict with any translated version. You may not assign any of the rights or obligations under these Terms of Use, by operation of law or otherwise, without the prior written consent of Markforged. Any attempted assignment in violation of this paragraph is void. Markforged may exercise its rights herein in its sole discretion and without prior notice. The Terms constitute the entire agreement among the parties with respect to the subject matter and supersede and merge all prior proposals, understandings and contemporaneous communications. Any delay by Markforged in enforcing any of its rights under these Terms, including with regard to your non-compliance, shall not constitute a waiver of Markforged's rights to future enforcement of its rights under these Terms. If any provision of these Terms are determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be restated and enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.