zSpace PROGRAMS MASTER TERMS & CONDITIONS

Effective February 2013

These zSpace® Programs Master Terms and Conditions apply to programs you enroll in with zSpace. Various programs offered by zSpace may include access to certain services, online tools, software, hardware and other materials as more fully described in program description documents ("Program Documents") on the zSpace® website or in writing (each a "Program" and collectively the "Programs"). Some Programs are provided free of charge and others are made available for a fee. Registration benefits, qualifications, and fees for the Programs may vary by country.

Use of all online services made available as part of any Program is also subject to zSpace's Terms of Use and privacy policies then in effect. (A current copy of the zSpace Terms of Use can be found at http://zspace.com/terms-and-privacy)
The applicable provisions of these Master Terms and Conditions, including the Terms of Use and privacy policies and the specific terms included in any Program Documents, form the agreement between Participant and zSpace with respect to the Program(s) Participant has enrolled in and are referred to collectively as the "Terms."

SCOPE AND PROGRAMS

zSpace currently offers developer programs and technology participation programs under various names to encourage development and adoption of its products.   The following may be offered in connection with one or more of such Programs as described in the Program Documents:

- Product updates and upgrades
- The zSpace development SDK
- Access to the zSpace support website and community
- Access to technical articles authored by developer community members and ability to submit your own to share with the community
- Ability to share and consume zSpace application code samples or participate in code sample development projects with other members
- Access to zSpace product and technology documentation
- Access to marketing and sales collateral for use as expressly identified in the usage guidelines

- Certified Solution Program (by program application)
- Promotion as a zSpace Developer on the zSpace website (after certification)
- Product Loan (by program application)

The actual services and materials provided to Participant depend on the specific program or programs the Participant is enrolled in.

USE OF PARTICIPANT ACCOUNT

Upon acceptance into the applicable Program or registration in a community or forum made available as part of a Program, a zSpace Participant account ("Account") will be established. Each account may include billing information. Participant is solely responsible for all activity on its Account and for the security of its computer system. Participant may not reveal, share or otherwise allow others to use its password or Account. Participant is solely responsible for the use of its password and Account and for all of the communication and activity on its Account that results from use of its login name and password. Participant may not sell or charge others for the right to use its Account, or otherwise transfer its Account.

SOFTWARE LICENSE TERMS

As part of a Program, zSpace may provide certain software code, applications and/or tools which are proprietary to zSpace ("zSpace Software") including the zSpace SDK, or which may be proprietary to a third party ("Third Party Software"). Certain software may be embedded in or installed on hardware supplied by zSpace and provided as part of a Program ("Embedded Software"). All software is collectively referred to as the "Software." All Software is licensed and not sold. Unless otherwise specifically set forth in a separate license agreement, the following license terms apply to Software to the extent such Software is provided to Participant as part of a Program.

zSpace SDK License. zSpace grants Participant a nonexclusive license to use and reproduce the zSpace SDK for installation on Participant owned development stations for use by Participant employees and contractors, solely for the purposes of developing and testing applications that operate on or in connection with the   zSpace® Platform ("Developed Applications"). Developed Applications will be owned by Participant except to the extent they incorporate components provided by zSpace. The zSpace SDK contains certain open source software. Open

source software is licensed pursuant to the applicable open source license agreement.

Other Software Licenses. All other Software provided through the Programs may be used only with the Z product for which it was supplied and for internal development, marketing and support of Developed Applications and may not be copied or modified. Third Party Software may be subject to license terms provided by the third party accompanying the Third Party Software.   Embedded Software may only be used on the hardware with which it was provided.

New Releases/ Beta Versions. The software license terms apply to updates and new versions that may be made available through the Programs. Any beta or other pre-release versions are provided "as is" and use is at Participant's sole risk. If Participant is offered participation in the zSpace Beta Program the terms and conditions of participation will be subject to a separate Beta Program Agreement.

Restrictions. Participant has no right to use, reproduce or distribute the Software except as expressly set forth and all rights not expressly granted are reserved. Except to the extent the following prohibitions may be prohibited by local law, Participant may not: (a) modify, adapt, decompile, disassemble, or reverse engineer the Software; (b) allow any third party to use or have access to the Software or documentation, except for an outsourced service provider who agrees to be bound by these Terms; (c) make the Software available over the Internet or similar networking technology or provide access to the functionality to third parties in a service bureau or time-sharing service; (d) use, evaluate or view the Software or documentation for purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, which performs functions similar to the functions performed by the Software; or (e) sublicense the Software or documentation to any third party.

PRODUCT LOAN TERMS

If Participant is provided with a zSpace hardware product ("Product") the following terms apply.   Products are provided for a limited time on a loan basis and are for development, evaluation, testing and promotion or internal use only by Participant. Participant may not provide the Product to any third party. Participant may not make modifications to the Product. The term and pricing of the Product loan will be as set forth in the specific Program Documents. Under certain conditions as described in Program Documents, Participant may be entitled to credit a portion of the loan fees toward purchase of the Product.   Otherwise, zSpace may

require return of the Product. zSpace will ship the Product at Participant's expense to locations requested by Participant and approved by zSpace. Participant will be responsible for return shipping of the Product in substantially the same condition as received, less normal wear and tear, and for providing adequate insurance against loss or damage. During the period of the Product loan, Participant will maintain the Product in good repair, will be responsible for all loss or damage, and will visibly identify the Product as the property of zSpace. If the Product is not returned in good repair, Participant will be responsible for the full cost of the Product. Participant will promptly inform zSpace of any damage to the Product and to any suspected Product error or problem which deviates from that specified in the documentation.

PRODUCT PURCHASE OPTION

If Participant's Program entitles Participant to a credit against the purchase price to a Product then in use, the retained Product will be subject to any warranty that would have been remaining had Participant purchased the Product outright at the time of initial delivery. Participant may elect to purchase extended warranty coverage, or other such support for the Product, as may then be offered by zSpace.   zSpace will invoice Participant for any payment amount due. If Participant purchases a new Product, zSpace's standard terms and conditions of sale shall apply. Participant may be entitled to a discount on the price of a new Product subject to return of the unit used during a Program.

TECHNICAL SUPPORT

For Programs in which Participant receives a Product Loan or an SDK, zSpace will provide Participant with basic support for use of the zSpace SDK and the Product. Such support services will be limited to answering technical questions regarding software application programming interfaces, including the zSpace SDK, via telephone or electronic mail. zSpace will make such technical support available during the hours of 9:00AM to 5:00 PM (Pacific Time) Monday through Friday (except holidays). Support services requested by email will generally be responded to within two (2) business days of receipt. When possible Participant will funnel support service requests through a limited number of Participant personnel. If Participant is enrolled in a Program that provides advanced technical support the specific terms will be as described in the applicable Program Documents.

FEEDBACK

Participant acknowledges that zSpace desires to obtain comments, suggestions and feedback with respect to the operation, performance and reliability of the zSpace SDK and the Product, including suggestions for improvement (collectively, "Feedback"). Participant agrees to provide zSpace with Feedback.   All Feedback may be used by zSpace to improve or enhance its products and for any other purpose and, accordingly, Participant hereby grants to zSpace a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback without restriction.

RIGHTS TO USE MARKS

In connection with certain Programs, zSpace may provide Participant with certain marketing collateral for use in promoting the Products and Developed Applications. Participant may not modify such collateral and any copies shall be exact copies of the originals.

If zSpace certifies the Developed Application as compliant with zSpace criteria then Participant will have a limited right to use the name and certain trademarks of zSpace ("Marks") to identify the Developed Applications as certified by zSpace on or in connection with the packaging of the Developed Applications, and in advertising and marketing materials (including online marketing) with respect to Developed Applications and subject to prior written approval by zSpace.

If cooperative marketing activities are included in the Program, the specific activities to be engaged in and Participant's rights regarding usage of zSpace brands and marks will be as set forth in a separate cooperative marketing agreement or addendum to these Terms.

zSpace will have a right to monitor the use of its Marks and to review the quality of the Developed Applications and may terminate Participant's rights to use the Marks at any time.

All use of the Marks will be subject to strict compliance with zSpace's trademark usage guidelines (http://cdn.zspace.com/collateral/brand-and-logos/BrandGuidelines_4:14.pdf) as adopted by it from time to time. All goodwill associated with the use of the Marks will inure to the benefit of zSpace. Participant will not use or attempt to register confusingly similar marks. All rights not expressly granted in the Marks are reserved. zSpace may identify Participant as a participant in zSpace programs in appropriate areas of its web site and in relevant marketing materials.

FEES

Unless otherwise provided in the Program Documents, any fees due in connection with the Program(s) shall be paid in advance and are non-refundable.   Upon approval of credit, invoices will be due under authorized terms and late payments will be subject to additional charges.

OWNERSHIP

Participant acknowledges and agrees that, as between the parties, zSpace owns all right, title, and interest in and to the Software, the Product(s) and the Programs, including all worldwide patent rights, copyrights, trade secrets, and any other intellectual property rights therein. Participant will reproduce all of zSpace's and its licensor's proprietary rights notices on all copies of Software and materials that Participant makes hereunder.

CONFIDENTIAL INFORMATION

Definition. "Confidential Information" means: (a) the know how and trade secrets embodied in the Software and the Products and all technical information relating thereto; and (b) any business or technical information of zSpace, including, but not limited to, any information relating to zSpace's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how.

Restrictions. Participant will not use or disclose any Confidential Information, except as necessary for the exercise of its rights under the applicable Program. Participant will use all reasonable efforts to protect Confidential Information from unauthorized use or disclosure, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar importance. Participant may disclose Confidential Information only to those of its employees and contractors who need to know such Confidential Information for the exercise of Participant's rights under this Agreement, provided that each such employee and contractor is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in these Terms. Except to the extent such a restriction is prohibited, Participant will not attempt to reverse engineer the Products. If Participant uses the Software to perform comparisons or other "benchmarking" activities against products that are competitive with the

zSpace® SDK or the zSpace® Platform it will treat such results and the Confidential Information of zSpace.

Exclusions. The obligations of non-use and non-disclosure will not apply to the extent any information: (a) is or becomes generally known to the public through no fault of or breach by Participant; (b) is rightfully known by Participant at the time of disclosure without an obligation of confidentiality; (c) is independently developed by Participant without access to or use of any Confidential Information; or (d) is rightfully obtained by Participant from a third party without restriction on use or disclosure.

Publicity. Participant may not issue any press releases or make any other public statements regarding these Terms or the relationship of the parties without zSpace's express prior written approval, which approval zSpace may grant or withhold at its sole discretion.

WARRANTY DISCLAIMER

The Program, the Software, the Product and all other materials and service are provided "AS IS," WITHOUT WARRANTY OF ANY KIND. INFINITE Z DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. USE OF ANY PROGRAM, THE SOFTWARE, THE PRODUCTS OR ANY MATERIALS OR SERVICES IS AT PARTICIPANT'S SOLE RISK.

In particular, zSpace's Products are not designed and not warranted to be suitable for use in military applications and/or military environments, life support applications or other critical applications which may involve potential risk of death, personal injury or severe property or environmental damage. Use of Products in such applications is fully at the risk of Participant.

INDEMNITY

Participant will indemnify, hold harmless, and defend zSpace and its suppliers from and against any and all claims, liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorneys fees) arising out of or resulting from the use, marketing, licensing, distribution or sale of any Developed Application or other Participant technology, including any claims alleging that such Application or technology infringes or misappropriates a third party's intellectual property rights. zSpace will (i) promptly notify Participant of the claim; (ii) provide Participant with all reasonable information and assistance, at

Participant's expense, to defend or settle such a claim; and (iii) grant Participant authority and control of the defense and settlement of the claim.

Disclaimer of Platform based Liability. The zSpace® Platform incorporates a stereo display apparatus. Participant acknowledges that: (i) use of a stereo display apparatus subjects the user to a non-normal exercising of the eyes by extending the normal accommodation, convergence and focus of the eyes in concert with each other; and (ii) some users may experience dizziness, nausea, headaches and/or other sensations of physical discomfort or illness. Participant will notify its employees, consultants, contractors and any other person that it permits or authorizes to use the zSpace® Platform (a "zSpace® Platform User") of the risks associated with use of the zSpace® Platform, as described herein. zSpace disclaims any and all liability to Participant or to any zSpace® Platform User for any dizziness, nausea, headaches and/or other sensations of physical discomfort or illness that a zSpace® Platform User may experience as a result of use of the zSpace® Platform.

LIMITATION OF LIABILITY

Exclusion of Damages. IN NO EVENT WILL ZSPACE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE, USE, PROFITS, DATA OR GOODWILL, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THE PROGRAMS OR THE USE, OPERATION OR PERFORMANCE OF THE SOFTWARE, THE PRODUCTS, MATERIALS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ZSPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Total Liability. ZSPACE TOTAL LIABILITY TO PARTICIPANT FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE AMOUNTS PAID BY PARTICIPANT TO ZSPACE IN CONNECTION WITH THE APPLICABLE PROGRAM. IF PARTICIPANT HAS NOT BEEN CHARGED A FEE, ZSPACE TOTAL LIABILITY WILL BE LIMITED TO $100.

TERMINATION

Participant may terminate its participation in a Program at any time by providing applicable notice. zSpace may terminate the Program, in whole or in part, at any time and will use reasonable efforts to notify Participant in advance of such termination. Upon termination all rights granted to Participant will cease and Participant will return to zSpace or destroy all copies of the Software and any Confidential Information in Participant's possession or control. The provisions entitled Feedback, Ownership, Confidential Information, Warranty Disclaimer, Indemnity, Limitation of Liability and General Provisions and this sentence shall survive termination.

GENERAL PROVISIONS

Participant may not assign or transfer any licenses or its membership in any Program, in whole or in part, by operation of law or otherwise, without the prior written consent of zSpace. Any attempted assignment without such consent will be void. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

These Terms will be governed by and construed in accordance with the laws of the state of California (excluding its body of law controlling conflict of laws). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby consent to the personal jurisdiction and venue therein and all proceedings will be in English. zSpace suppliers are third party beneficiaries of these terms with respect to the items they have supplied. No terms in Participant's order or sales documents will apply. Additional or different terms may apply to Participant to the extent set forth in a separate signed contract between Participant and zSpace. In the event of a conflict the separate contract will prevail. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

These Terms and any separate written contract entered into regarding the Program constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Participant agrees to comply fully with all applicable laws, including specifically U.S. export laws and regulations to ensure that neither the Software, Product, nor any technical

data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. If Participant is an agency and/or instrumentality of the United States government all software and the related documentation is provided subject to the restrictions applicable to other end users in accordance with the terms of zSpace standard end-user license agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), or successor regulations as applicable. If Products are sold under a US Government contract zSpace rejects provisions or clauses required to be passed on to sellers pursuant to such contract and such provisions or clauses shall not be deemed to be binding on zSpace unless accepted in writing by an authorized representative.