

<https://www.xometry.asia>

Xometry (Shanghai) Technology Co., Ltd.

Last Updated: March 15, 2022

THIS AGREEMENT REQUIRES BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

These Buyer Terms and Conditions (the “**Agreement**”) govern your (“**You**” or “**Your**”) use of Xometry (Shanghai) Technology Co., Ltd.’s (“**Xometry**”) website (the “**Website**”). PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE WEBSITE, INCLUDING PLACING AN ORDER WITH XOMETRY FOR MANUFACTURING SERVICES (THE “**SERVICES**”), CLICKING ON THE “I ACCEPT” BUTTON, AND/OR COMPLETING THE REGISTRATION PROCESS, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH XOMETRY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE ENTITY YOU REPRESENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.

PLEASE NOTE that Xometry may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting of the modified version on the Website for orders placed after such modifications have been posted. Xometry will also update the “Last Updated” date at the top of this Agreement. If Xometry makes any material changes, and You have registered with Xometry to create an Account (as defined below), Xometry may also send You an email to the last email address You provided pursuant to this Agreement. Any changes to this Agreement will be effective immediately for new users of the Website and/or Services and will be effective thirty (30) days after posting or providing notice of such changes on the Website for existing users (whichever is earlier). Xometry may require You to provide consent to the updated Agreement in a specified manner before further use of the Website and/or Services is permitted. If You do not agree to any change(s) after receiving a notice of such change(s), You shall stop using the Website and/or Services. Otherwise, Your continued use of the Website and/or Services shall be deemed Your conclusive acceptance of the modified terms and conditions.

Xometry only uses Your information as described in the Data Protection Policy. We view protection of users’ privacy as a very important community principle. You represent and warrant to us that any data, information, records and files that You upload, transmit to or enter into the Website will only contain Personal Information, as defined in the Data Protection Policy, for which You have provided all necessary notices and disclosures, obtained all applicable third party consents and permissions and otherwise have all authority, in each case as required by applicable laws, to enable us to make available the Services.

1. SERVICES.

1.1. About the Services. Xometry hosts and maintains an online platform available at the Website that enables Xometry’s buyers to upload their three-dimensional (3D) models for their manufacturing projects. Xometry maintains a vendor manufacturing program consisting of a network of third-party manufacturers (each, a “**Partner**”) capable of performing manufacturing services in order to offer our buyers greater efficiencies including pricing, certifications and lead times while always striving for excellent quality manufacturing services. When a buyer uploads their Specifications (as defined below) for a manufacturing project, Xometry will either manufacture, or subcontract with one of Xometry’s Partners to have manufactured, the parts, assemblies or items to be delivered pursuant to the buyer’s order (each, a “**Part**”).

1.2. Responsibilities When Using the Services. By using the Services, You agree to:

- Comply with all applicable laws and regulations, including, but not limited to, all intellectual property, data, privacy any export control laws;
- Upload and disseminate only content or information that You own all required rights to under law, are authorized to disseminate (and are not subject to any confidentiality obligations), and do so only consistent with applicable law and as permitted by any agreements to which You are bound;
- Use reasonable efforts to prevent unauthorized access to or use of the Services;
- Monitor and control all activity conducted through Your Account in connection with the Services; and
- Promptly notify Xometry if You become aware or reasonably suspect any illegal or unauthorized activity or a security breach involving Your Account, including any loss, theft, or unauthorized disclosure or use of Your Account.

If Xometry has reason to believe that You have failed to comply with the above, Xometry may without notice suspend or terminate Your access to the Services and refuse any and all current or future use of the Services (or any portion thereof).

2. REGISTRATION. In order to use certain Services, You may be required to register for an account (“**Account**”). In registering for the Services, You agree to (1) provide true, accurate, current and complete information about You as prompted in the Website account details section (“**Registration Data**”); and (2) maintain and promptly update Your Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under Your Account, and Xometry will not be liable for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with the terms herein. You may not share Your Account or password with anyone, and You agree to (a) notify Xometry immediately of any suspected or confirmed unauthorized use of Your password or any other breach of security; and (b) exit from Your Account at the end of each session. If You provide any information that is untrue, inaccurate, not current or incomplete, or Xometry has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Xometry has the right to suspend or terminate Your Account and refuse any and all current or future use of the Website and Service (or any portion thereof).

3. ORDERING PROCESS

3.1. Placing Orders. In order to place an order for a Part, You must upload an acceptable model for the Part that You would like to be produced pursuant to the terms of this Agreement. During the ordering process You may choose, from the list of available options, the material, color, surface and size of the measurement (mm or inches) for your Part. Certain restrictions with respect to the thickness, material, color and surfaces may apply. For an additional fee, You may request material certifications and inspection reports for Your Parts during the ordering process. XOMETRY WILL NOT ALTER, MODIFY OR CHANGE THE SPECIFICATIONS OF ANY PART WITHOUT OBTAINING WRITTEN APPROVAL FROM YOU. You will be able to see and review the order and the estimated costs (production, delivery, and other taxes when applicable) provided by Xometry to You before finalizing the order (the “**Quote**”). No contract to manufacture any Part exists until Xometry acknowledges Your acceptance of its Quote by a confirmatory email or other appropriate means of communication, as determined by Xometry in its sole discretion. SINCE EACH ORDER IS CUSTOM MANUFACTURED, YOU MAY NOT CANCEL AN ORDER ONCE IT HAS BEEN PLACED. Xometry, at its sole discretion, may permit a buyer to cancel an order and may charge a fee not to exceed 3% of the total order value if a buyer requests such a cancellation from Xometry, provided that no work has been done for such an order as of the date of cancellation.

3.2. Specifications. If You accept Xometry's Quote by placing an order referencing the Quote using the Quote number, Xometry will, subject to the terms herein, manufacture, or have manufactured, the Part(s) in accordance with the 3D geometry and features related to the Part(s) and to the tolerances as set forth in the Quote (except if located in the Notes section) (collectively, the "**Specifications**"). You are solely responsible for ensuring that the Specifications in the Quote and other information You submit in Your order is accurate and complete before paying for it. YOU MAY NOT AMEND OR MODIFY THE SPECIFICATIONS after YOU HAVE PLACED YOUR ORDER.

3.3. Xometry Cancellations. Xometry may, at any time during the quotation, ordering and the manufacturing process, revoke and/or cancel any Quote/order, if there are technical or other reasons (such as a concern about intellectual property ownership of the design or the legality of the Part) to do so. In such case, Xometry will reimburse You all monies paid for such Part, if any.

3.4. Limitations. Xometry will manufacture or have manufactured Your Part(s) in accordance with the Manufacturing Standards set forth at <https://xometry.asia/zh-hans/our-manufacturing-standards/> (the "**Manufacturing Standards**"), which are incorporated herein by reference, unless Xometry has agreed to different standards in the Quote. Due to technical limitations of current technology, it may be impossible or commercially impracticable to manufacture certain Parts in accordance with Your Specifications. In such cases, Xometry will use its commercially reasonable efforts to contact You. Upon written approval from You, Xometry and its Partners reserve the right to either build the Part with a different thickness and/or switch to another production technique, and apply any modification to the order (such as modification of price, of terms/term of delivery, etc.) resulting from such decision. You agree to pay Xometry additional compensation, if any, resulting from amended Specifications.

3.5. Subcontracting. You acknowledge and agree that Xometry may subcontract or otherwise delegate any order you place for a Part to one of Xometry's Partners. As such, You acknowledge and agree that Xometry may share Your Specifications with our Partners in order to process and manufacture your order. You will not have any obligation to pay any Partner directly.

3.6. Compliance with Export Controls. The data, items, deliverables, and Services may be subject to national, foreign, and international trade and export control laws and regulations ("**Export Laws**"). You shall identify any three-dimensional (3D) models and resulting items that are controlled under Export Laws at the time of providing them to Xometry, including but not limited to identifying data and items that are controlled under the International Traffic in Arms Regulations ("**ITAR**") and the Export Control Law of the People's Republic of China. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU SHALL BE LIABLE FOR ALL DAMAGES, LOSSES, AND LIABILITIES INCURRED BY XOMETRY AS A RESULT OF YOUR NON-COMPLIANCE WITH EXPORT LAWS OR FAILURE TO ACCURATELY IDENTIFY APPLICABLE EXPORT LAWS. When required or requested by Xometry, You will provide Xometry with (a) any Harmonized Tariff Schedule ("**HTS**") codes for any Parts, (b) the end use for any such Parts, and (c) the end user of such Parts, within two (2) days of Xometry's request for such information.

3.7. Prohibited Items. While Xometry wants to give its buyers the freedom they need to produce the most creative, imaginative and useful projects and Parts, Xometry maintains the right to refuse any Part that is illegal or designed to harm human beings, or which Xometry otherwise deems inappropriate in its sole discretion. As such, Xometry prohibits the use of its Services to manufacture certain Parts designed for use or integration into firearms or for such Parts that require any licenses to manufacture.

4. PRICING AND PAYMENT; XOMETRY REFERRAL PROGRAM

4.1. Payment. You agree to pay all fees or charges to Your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. Unless otherwise expressly agreed in advance by Xometry, all invoices are due thirty (30) days after the date of invoice (new customers must prepay in full) or will be paid by payment methods acceptable to Xometry at the time order placement. Xometry

reserves the right to require payment in advance for certain orders. All invoices are due in full, without any deductions or offsets. All invoices will be deemed final and binding unless You object to an invoice, in writing, within five (5) days of receipt. All invoices not paid in full within such thirty (30) day period shall bear interest at the highest rate permitted under law. If You choose to pay for an order by credit card, You must provide Xometry with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("Payment Provider"). Your Payment Provider agreement governs Your use of the designated credit card, and You must refer to that agreement and not this Agreement to determine your rights and liabilities. By providing Xometry with Your credit card number and associated payment information, You agree that Xometry is authorized to immediately invoice your Account for all fees and charges due and payable to Xometry hereunder and that no additional consent or notice is required. You agree to immediately notify Xometry of any change in Your billing address or the credit card used for payment hereunder. Xometry reserves the right at any time to change its prices and billing methods, either immediately upon posting notice on the Website or by email delivery to You. All prices are calculated in CNY and payment to Xometry must be in the form of CNY. Upon Your request, Xometry will issue a value added tax ("VAT") invoice within 5 business days following shipment. The VAT invoice is for the sale of goods and contains the identification of the corresponding Quote.

4.2. Taxes and Costs. Unless otherwise stated, the price quoted with respect to the manufacture of any particular Part includes the cost for the Services rendered by Xometry, the manufacturing of the Part and the standard shipping (as selected by Xometry), as well as all applicable sales and use taxes, and value added taxes. Additional fees may apply for any alternate shipping methods and/or shipping insurance. You will be liable for all other transaction duties and taxes (other than taxes based on Xometry's net income). If Your order is exempt from sales tax or any other tax, You must submit a valid sales tax exemption certificate or other applicable tax exemption certificate.

4.3. Suspension of Services. Xometry reserves the right to suspend performance hereunder (including the manufacture of the Part) in the event You fail to pay all outstanding amounts when due and Xometry retains full legal title to Parts until it has received full payment with respect to such Parts and payment on any other Parts that You have ordered. Xometry reserves the right to refrain from manufacturing additional orders, or additional components of an existing order, as long as the outstanding issued invoices remain unpaid.

5. SHIPMENT ESTIMATES; RISK OF LOSS IN TRANSPORT

5.1. Shipment Estimates. Quotations issued by Xometry will contain an estimated date of shipment, calculated on the basis of the input data. The term of delivery generated by the online ordering system gives a preliminary indication of planned date of shipment though it does not bind Xometry in any way. The estimated shipment date is based on the working conditions applicable at the time the agreement is concluded and on the punctual delivery of the materials ordered by Xometry or the Partners for the performance of the work. Should a delay arise for which Xometry is not responsible, as a result of a change in the aforementioned working conditions or because materials ordered in time for the performance of the work are not delivered on time, the shipment date may be extended and Xometry will not be liable for such delay.

5.2. Risk of Loss. Unless otherwise agreed, all sales of Parts shall be Ex-works Seller's factory or Xometry QA lab. Xometry, at its discretion, shall arrange the delivery requirements including, without limitation, transport insurance, the mode of transport (Xometry reserves the right to vary the mode of transport if any regulations or other relevant considerations so require) and any special packaging requirements. All costs, taxes, duties and charges related to fulfilling any of Your requests under this Section, shall be paid by You, unless otherwise agreed by both parties.

6. REPLACEMENT PARTS

6.1. No Warranty of Specifications. Upon delivery of a Part, You should inspect the Part carefully. All Parts will be deemed accepted upon delivery to You. You acknowledge and agree that Xometry will use commercially reasonable efforts to manufacture or have the Part manufactured by our Partners, in accordance with Your

Specifications. Xometry does not warrant Part design or specifications. Since You are solely responsible for the Specifications, and the manufacture of certain Parts in accordance with your Specifications may be impossible or otherwise commercially impracticable, Xometry does not warrant that Your Part can or will be manufactured in accordance with Your Specifications. IN ADDITION, EXCEPT AS EXPRESSLY PROVIDED HEREIN, XOMETRY DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE WEBSITE, SERVICES, PARTS, OR ANY MATERIALS PROVIDED BY XOMETRY HEREUNDER, AND DOES NOT WARRANT THAT THE PART WILL MEET YOUR REQUIREMENTS OR THE REQUIREMENTS OF ANY CERTIFICATIONS PROVIDED, OR WILL BE MERCHANTABILITY OR FIT FOR YOUR PARTICULAR PURPOSE.

6.2. Specifications Warranty; Remedy. Xometry represents and warrants for a period of three (3) business days following the delivery of the Part (the “**Warranty Period**”), that the Part shall conform to the Specifications for such Part. In the event You notify Xometry during the Warranty Period that the Part fails to comply with the applicable Specifications in all material respects, Xometry will, as Your sole and exclusive remedy, replace such non-conforming Parts at Xometry’s sole cost and expense, *provided* (i) You return the non-conforming Part(s) to Xometry within three (3) business days of your notice of non-conformance, and (ii) Xometry reasonably confirms such non-conformity. No returns will be accepted by Xometry unless You have notified Xometry within the Warranty Period. If You fail to contact Xometry within the Warranty Period, Xometry shall have no further obligations with respect to such Part and ALL SALES WILL BE DEEMED FINAL AND SUCH PARTS MAY NOT BE RETURNED TO Xometry.

7. INTELLECTUAL PROPERTY

7.1. License. Subject to the terms herein, Xometry grants to You a limited, revocable, non- exclusive license to use the Website for your personal or internal business purposes. Xometry and its licensors retain all ownership and intellectual property rights to the Website and all contents therein. You shall not or permit any third party to:

(a) reverse engineer, disassemble or decompile the Website, the pricing and matching algorithms of Xometry, or Xometry’s geometry parsing engine;

(b) use any manual or automated software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website;

(c) access the Website in order to build a similar or competitive website, application or service;

(d) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means;

(e) use the Website for any illegal or illicit purpose, including to manufacture certain products, components, goods or tools designed or intended for use in firearms;

(f) Send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Website any data, information, pictures, videos, music or other materials or content that: (a) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (b) You do not have the lawful right to send, upload, collect, transmit, store, use, post, publish, or otherwise communicate; (c) is false, intentionally misleading, or impersonates any other person, including reviews that are not representative of your experience; (d) is libelous, slanderous, defamatory, bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual; (e) is harmful to minors in any way or targeted at minors; (f) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or (g) encourages any conduct that may violate any applicable laws

or would give rise to civil or criminal liability;

- (g) Share, transfer or otherwise provide access to an account designated for You to another person;
- (h) Misuse the Xometry domain or use the Xometry trademark;
- (i) Disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Website (e.g., a denial-of-service attack); or
- (j) Gain unauthorized access to the Website or otherwise circumvent or violate the security of the Website, including without limitation: (a) accessing content that is not intended for You; (b) attempting to breach or breaching Website security or authentication measures; (c) restricting, disrupting or disabling service to Website users, hosts, servers or networks by any means, or (d) otherwise attempting to interfere with the proper working of the Website, including but not limited to by introducing any material that is malicious or technologically harmful.

Without limiting the foregoing, You acknowledge and agree that the pricing and other algorithms, processes and mechanisms used by Xometry, along with Xometry's geometry parsing engine are the proprietary information and trade secrets of Xometry. In the event You attempt to reverse engineer such pricing and other algorithms, processes and/or mechanisms, or Xometry's geometry parsing engine, Your right to use the Website and Service shall immediately cease, and Xometry will take any action it deems necessary or appropriate to protect its rights and interests.

7.2. Trademarks. The Website contains names, which are trademarks, service marks and/or brand names of Xometry and may not be used without the prior written permission of Xometry. Other trademarks, service marks and trade names that may appear on or in the Website are the property of their respective owners.

7.3. Your Content. Xometry does not claim any ownership over Your Specifications or any content, data or other materials You upload to or otherwise make available on the Website ("**Your Content**"). You are solely responsible for the Content that You upload to the Website. You hereby grant Xometry a non-exclusive, perpetual, royalty free, fully paid-up, sublicensable (to our Partners), right and license to reproduce and use Your Content for the purpose of designing, manufacturing and delivering Your Parts to You, and to provide You any other Services that You request. You may request the return or destruction of your Content at any time by written notice to Xometry, provided that Xometry may keep archival copies only to comply with applicable law or document retention policies. You further acknowledge and agree that Xometry may use Your Content on an aggregated and anonymized basis to improve the Website and Services, including without limitation, to improve our pricing algorithms and help manufacture Parts in a more efficient and expedient manner. By submitting an order to Xometry, You represent and warrant that You are the owner and/or You have obtained the rights necessary to grant Xometry use granted herein without any violation of any intellectual property rights, or payment by Xometry of any amounts to any third party. You further represent and warrant that Your Content does not infringe upon, misappropriate, or violate any third party's rights, including intellectual property, privacy and publicity rights. If Xometry, in its sole commercial discretion, determines that the Specifications You submit to the Website infringes upon the intellectual property rights of any third party, Xometry reserves the right to refuse to manufacture the Part(s) based on your Specifications. Xometry will use commercially reasonable efforts to protect the confidentiality of Your Content and to only share Your Content with third parties as reasonably necessary in connection with the provision of the Services or as otherwise permitted herein. Notwithstanding the foregoing, Xometry may disclose Your Content if required by law.

7.4. Your Data. If You use the Service, You agree that Xometry will be required to collect, use, and process data from Your organization for the purpose of providing the Services ("**Buyer Data**"), subject to our Data Protection Policy. You shall make available all billing and other required information and documentation in a format reasonably requested by Xometry. Xometry is not responsible for inability to perform the Services due to incorrect information, improperly formatted or corrupt files, viruses on media provided, or incompatible

backup media or software. You shall maintain an accurate backup copy of all data provided to Xometry. You acknowledge that transferring Buyer Data in connection with the Services is subject to the possibility of human and machine errors, omissions, and losses, including inadvertent loss of data, or damage to media that may give rise to loss or damage. You are responsible to adopt reasonable measures to limit the impact of such problems.

With respect to Buyer Data, you represent, warrant, and covenant that:

- The provision of the Buyer Data to Xometry and Xometry's contemplated use thereof complies with all laws, and you have received all necessary third-party approvals and consents with respect to the Services; and
- The Buyer Data, and Xometry's use of the Buyer Data, does not and will not infringe or violate the intellectual property rights or other rights of any third party.

You shall exclusively own all Buyer Data. You hereby grant Xometry a non-exclusive, non-transferable, sublicensable, royalty-free, worldwide right to handle Buyer Data to: (i) provide Buyer any Service, as defined herein; (ii) generate aggregate data; (iii) sublicense solely to the extent necessary to in connection with the provision of the Services, including enabling other Partners to fulfill their obligations to Xometry.

8. INDEMNIFICATION BY YOU. You agree to indemnify and hold harmless Xometry and its officers, directors, shareholders, agents, licensees, employees, successors and assigns, and Partners, from and against any and all damages, liabilities, awards, losses, costs and expenses including, without limitation, reasonable attorneys' fees and court costs: (i) arising out of any breach by You of any undertaking, warranty, representation or agreement contained herein; (ii) arising out of a claim that a Part manufactured by Xometry pursuant to an order hereunder violates any law, regulation or ordinance; (iii) arising out of a claim with respect to the Part (whether arising out of product liability, strict liability, negligence or otherwise), including claims related to any injury, death or damage to any person or property caused by the Part; or (iv) arising out of any claim that any Specification, infringes upon or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other right of any third party.

9. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN, THE PARTS MANUFACTURED BY XOMETRY PURSUANT TO AN ORDER SUBMITTED ON THIS WEBSITE AS WELL AS THE WEBSITE AND SERVICES, AND ALL INFORMATION AND CONTENT THEREIN, AND ANY OTHER MATERIALS PROVIDED BY XOMETRY, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. XOMETRY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WEBSITE, SERVICES AND PARTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT. XOMETRY DOES NOT WARRANT THAT ANY SUCH PARTS OR THE USE OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY ERROR OR DEFECTS WILL BE OR CAN BE CORRECTED. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

9.1. BECAUSE THE PARTS ARE BASED ON YOUR SPECIFICATIONS, XOMETRY MAKES NO WARRANTY, REPRESENTATION, OR CONDITION THAT: (1) THE PARTS WILL MEET YOUR USE REQUIREMENTS, (2) THE PARTS ARE FIT FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY, OR (3) THE PART DESIGN IS DEFECT OR ERROR-FREE.

9.2. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. XOMETRY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES.

9.3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM XOMETRY OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

9.4. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESS THROUGH THE WEBSITE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PERSON OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE WEBSITE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

9.5. YOU ACKNOWLEDGE AND AGREE THAT XOMETRY IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD XOMETRY LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING FOR ANY PART MANUFACTURED BY A THIRD PARTY.

10. LIMITATION OF LIABILITY

10.1. Disclaimer of Certain Damages. XOMETRY SHALL NOT IN ANY EVENT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR FOR LOSS OF INCOME, BARGAIN, REVENUE, CONTRACTS, GOODWILL, USE, ENJOYMENT, TIME, DATA, OR ELECTRONICALLY TRANSMITTED ORDERS OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT XOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (1) THIS AGREEMENT OR THE USE OR INABILITY TO USE THE WEBSITE OR SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, PARTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH THE WEBSITE OR SERVICES; (3) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, SPECIFICATIONS, TOLERANCES OR DATA; (4) YOUR PARTS; OR (5) ANY OTHER MATTER RELATED TO THE WEBSITE AND SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

10.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL XOMETRY BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY XOMETRY FROM YOU UNDER A GIVEN ORDER FOR ANY CLAIM RELATING TO A GIVEN ORDER.

10.3. Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

10.4. Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN XOMETRY AND YOU AND FOR XOMETRY'S AGREEING TO ENTER INTO THIS AGREEMENT WITH YOU.

11. RELEASE OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE PARTS AND THEIR MANUFACTURE, ARE BASED ON SPECIFICATIONS PROVIDED BY YOU. ACCORDINGLY, YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL XOMETRY BE LIABLE FOR ANY DAMAGE OR LIABILITY RESULTING FROM ANY PART, INCLUDING ANY PART DEFECT RESULTING FROM THE MANUFACTURE OF A PART IN ACCORDANCE WITH THE SPECIFICATIONS. You hereby release Xometry and its affiliates, and their officers, directors, employees, agents, consultants, and Partners and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death and property damage, that is either directly or indirectly related to or arises from Your Part(s), excluding any material defects in any Part(s) solely caused by the acts or omissions of Xometry.

12. TERM AND TERMINATION

12.1. Term. This Agreement commences on the date when You accept it (as described in the preamble above) and remains in full force and effect while You use the Services, unless terminated in accordance with the terms herein.

12.2. Termination of Services by You. Subject to the terms of Section 3.1, if You want to terminate the Services provided by Xometry, You may do so by (a) notifying Xometry at any time and (b) closing Your Account for all of the Services that You use. Your notice should be sent, in writing, to Xometry's address set forth below.

12.3. Termination of Services by Xometry. Xometry has the right to, immediately and without notice, suspend or terminate this Agreement or Your use of the Website and Services (with or without cause), including if Xometry becomes aware of any possible violations by You of this Agreement. In the event Xometry determines, in its sole discretion, that You have breached any portion of this Agreement, Xometry reserves the right to: (i) warn You via email (to any email address you have provided to Xometry) that You have violated this Agreement; (ii) delete Content provided by You or Your agent(s) to the Website; (iii) notify and/or send Your Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iv) pursue any other action which Xometry deems to be appropriate.

12.4. Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of Your password and all related information, files and Your Content associate with or inside Your Account. Xometry will not have any liability whatsoever to You for any suspension or termination, including deletion of Your Content. All provisions of this Agreement which by their nature should survive, shall survive termination of the Services, including without limitation, ownership provisions, warranty disclaimers, payment obligations, indemnification obligations and limitation of liability.

13. MISCELLANEOUS

13.1. Electronic Communications. The communications between You and Xometry use electronic means, whether You visit the Website or send Xometry e-mails, or whether Xometry posts notices on the Website or communicates with You via e-mail. For contractual purposes, You (1) consent to receive communications from Xometry in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Xometry provides to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Your statutory rights.

13.2. Linked Sites. The Website may provide links or access to non-commercial third-party content or websites. Xometry does not endorse any third-party content, websites, or systems, or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose. Third-party content, websites, or systems are not under Xometry's control, and if You choose to access any such content or websites, You do so entirely at Your own risk. You acknowledge that You may be required to accept terms of use applicable to third party content, websites, or systems and agree to accept and comply with any such terms of use.

13.3. Assignment. This Agreement, and Your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by You without Xometry's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

13.4. Force Majeure. Neither party shall be liable for any delay or failure to perform (excluding payment obligations) resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, pandemics, government-ordered shutdowns, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

13.5. Questions, Complaints, Claims. If You have any questions, complaints or claims with respect to the Website or Services, please contact us at: info@xometry.asia. We will do our best to address Your concerns. If You feel that Your concerns have been addressed incompletely, we invite You to let us know for further investigation.

13.6. Arbitration Agreement. Please read this Section 13.6 ("**Arbitration Agreement**") carefully. It is part of

Your contract with Xometry and affects Your rights. It contains procedures for MANDATORY BINDING ARBITRATION.

(a) *Applicability of Arbitration Agreement.* All claims and disputes in connection with this Agreement or the use of any product or service provided by Xometry that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to You and Xometry, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

(b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Xometry should be sent to: info@xometry.asia. After the Notice is received, You and Xometry will attempt to resolve the claim or dispute informally. If You and Xometry do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) *Arbitration Rules.* Arbitration shall be initiated through the Shanghai International Arbitration Center (“**SHIAC**”) that offers arbitration as set forth in this section. The rules of SHIAC (“**SHIAC Rules**”) shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The SHIAC Rules governing the arbitration are available online at http://www.shiac.org/SHIAC/arbitrate_rules.aspx. The arbitration shall be conducted by one to three, neutral arbitrators, at the discretion of Xometry. Any hearing will be held in Shanghai, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the SHIAC.

(d) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of You and Xometry, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the SHIAC Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and Xometry.

(e) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(f) *Right to Waive.* Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement.

(g) *Survival of Agreement.* This Arbitration Agreement will survive the termination of Your relationship with Xometry.

(h) *Courts.* In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Shanghai for such purpose.

13.7. Governing Law. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the People's Republic of China, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.8. Independent Contractor. Your relationship to Xometry under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between Xometry and You. You agree to take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving Xometry that is inconsistent with You being an independent contractor (and not an employee) of Xometry. You are not an agent of Xometry and are not authorized and must not represent to any third party that You are authorized, to make any commitment or otherwise act on behalf of Xometry.

13.9. Notice. Where Xometry requires that You provide an e-mail address, You are responsible for providing Xometry with Your most current e-mail address. In the event that the last e-mail address You provided to Xometry is not valid, or for any reason is not capable of delivering to You any notices required/ permitted by this Agreement, Xometry's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Xometry, which must be in writing and sent via nationally recognized overnight delivery service or first-class prepaid mail, at the following address: 上海市虹口区溧阳路735号5208室. Such notice shall be deemed given when received by Xometry.

13.10. Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11. Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.12. Entire Agreement. This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. Unless otherwise specifically agreed to by the parties, in the event of any conflict between the terms of this Agreement, or any order for Parts, the order of precedence is as follows: (i) Manufacturing Standards; (ii) this Agreement; and (iii) the order for Parts. Unless otherwise specifically agreed in a writing by the parties, the parties acknowledge that the pre- printed provisions on the reverse side of any quotation, order, acknowledgement or invoice will be deemed deleted and of no effect whatsoever.