

Terms of Service – Stratsys Meetings

By completing the user registration form (creating a user account) you agree to be bound by the following terms and conditions (“Terms of Service”) with Stratsys Meetings, a product from Stratsys AB.

1. Definitions

- 1.1 “Apps” means the User’s mobile and/or computer applications related to the Services as from time to time are available for download from various app stores.
- 1.2 “Capacity” means the maximum number of Users that the Customer has subscribed for.
- 1.3 “Content” means all visual, written or audible data, information or material including, without limitation; meeting locations, participant lists, documents, images, form entries and similar material, which are uploaded to, transferred through, publicly posted, emailed, processed or entered into the Services by any User.
- 1.4 “Customer” means the person or entity that has subscribed to the Services and that is responsible for the due payment of any fees thereunder. Any reference to “User” hereunder is also applicable to the Customer, unless otherwise is specifically stated.
- 1.5 “Meeting” means a single meeting with a limited group of Users who are authorized to access the meeting.
- 1.6 “Services” means the mobile apps, web services, cloud storage services, associated software and other services related thereto provided to the User by Stratsys in accordance with this Agreement as described on the Web Site from time to time.
- 1.7 “Subscription Agreement” means the agreement between the Customer and Stratsys for the subscription of the Services for a certain number of Users, such agreement containing these Terms of Service as an integrated part.
- 1.8 “User” means the individual person or entity who, with or without an invitation from another user, registers a user account and gains access to the Services.
- 1.9 “Web Site” means Stratsys Meetings’ web site at www.stratsys.com/meetings.

2. Services and License Grant

- 2.1 Subject to the terms and conditions of this Agreement, Stratsys hereby grants to the user a non-transferable, non-exclusive, non-sublicensable and for a limited term, the right and license for the User to access and use the Services.
- 2.2 Stratsys reserves the right to effect modifications at any time without prior notice to the design, operational method, technical specifications, systems and other functions of the Services.
- 2.3 Stratsys shall take reasonable measures in order to ensure that the Services are available over the internet 24/7/365. However, Stratsys shall be entitled to take such measures that Stratsys deems necessary for technical, maintenance, operational or security reasons that may affect the aforementioned accessibility. Further, Stratsys shall not be responsible for any force majeure events that may affect the Services.
- 2.4 The User is aware and acknowledges that Stratsys is in no way responsible for the User’s access or connection to the internet.

- 2.5 The Customer shall be responsible for all Users that are using the Services under the Customer's subscription and shall be liable for any fees, costs or damages incurred by them. The User shall in no respect have any independent rights under the agreement or these Terms of Service, but shall be dependent on the Customer's valid Subscription Agreement and adherence to these Terms of Service.
- 2.6 The Customer may at any time discontinue any User that is registered to the Services under that Customer's Subscription Agreement.
- 2.7 Stratsys shall be entitled to retain subcontractors for the performance of its obligations hereunder. Stratsys shall be responsible for such subcontractors as for its own work or service under these Terms of Service.

3. Fees

- 3.1 The Customer shall pay the fees stated on the Web Site (the Customer's billing page) for the subscription of the Services in advance for the agreed period. Unless otherwise agreed, the periods of subscription shall be twelve months, which periods shall be automatically renewed unless the Subscription Agreement is terminated in accordance with the provisions herein. If the Subscription, for any reason, is terminated prior to the end of a subscription period, no fee shall be refundable.
- 3.2 In the event the Customer wishes to upgrade the Services, the upgrade can be effected immediately. The fee will depend on how much is left of the current billing cycle. The new fee will show in the interface before the Customer confirms the upgrade.

For example: 10 months in to your billing cycle, you decide to upgrade from Starter to Small. You will be charged for two months of Small (\$180) minus the two months of Starter (\$60) that we owe you. Hence, you will be charged \$120. Two months later, when the next billing cycle starts, you will be charged the full price for 12 months of Small.

4. Customer and User Obligations

- 4.1 The User shall comply with the security and administrative regulations as notified in conjunction with registration, by e-mail or in any other manner. The regulations are also available on the Web Site.
- 4.2 The Customer and the Users undertake, in conjunction with registration, to provide correct information regarding its identity and, when applicable, legitimate billing information.
- 4.3 The User shall be responsible for its activities conducted through use of the Services and shall ensure compliance with national laws in connection therewith. All Content uploaded to, transferred through, publicity posted, processed disseminated by the User, or entered into the Services by the User shall be the sole responsibility of the User.

- 4.4 The User shall be responsible for monitoring its Content and shall be liable vis-à-vis Stratsys for ensuring that the Content transferred to or handled within the Services which is processed by the User and/or individuals invited by the User does not infringe any third party rights nor in any other manner violates governing legislation, and that the User possesses such necessary licenses from third parties as may be required in order to process the Content or use the Services.
- 4.5 The User undertakes not to use the Services in order to obtain material which per se or if sent to another party might injure the reputation of a third party, or in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secrets, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purposes hereof.
- 4.6 The Customer undertakes not to provide access to the Services to anyone else than Users who have completed the user registration and thereby agreed to the Terms of Service. User accounts cannot be shared or used by more than one individual.
- 4.7 The User shall not upload to the Services an unreasonable, in Stratsys' sole opinion, amount of Content. In the event Stratsys detect such overload, Stratsys shall contact the Customer, who then shall decrease its upload to a reasonable level. In the event the parties cannot agree on such reasonable level, Stratsys shall be entitled to terminate the Subscription Agreement and shall repay any prepaid fees.
- 4.8 The User is obligated to notify Stratsys regarding any suspected breach of these provisions.

5. Ownership

- 5.1 Stratsys holds title to all intellectual property rights and technical solutions or, in the alternative, possesses sole right to use the same. Such intellectual property rights and technical solutions may only be used by User as stated in these Terms of Service. Under no circumstances shall the User or a third party acquire any intellectual property rights to the Services or to the software or technical solutions used in the Services, or to any trademark or any other business mark belonging to or used by Stratsys. Access to the Services is licensed, not sold and subject to the due payment of any applicable fees.
- 5.2 All Content uploaded to, transferred through, processed or entered into the Services by the User shall remain the sole property of the User or its respective legal owner. Stratsys shall have no liability for any loss or distortion of such Content.

6. Personal Data, Privacy

- 6.1 According to EU:s General Data Protection Regulation ("GDPR"), the Customer or the User, as the case may be, must have the consent, or other legal ground, from any person regarding whom personal information (as defined in GDPR) is collected and processed. In this respect the Customer shall be regarded as the controller of personal data (as defined in GDPR) and Stratsys shall be the processor (as defined in the GDPR). These Terms of Service shall constitute the written agreement by which

Stratsys agrees to fulfill its obligations as processor of personal data vis-à-vis the Customer in its capacity of controller of personal data as set forth in the GDPR.

- 6.2 In order for the User to be able to use the Services, the User must provide certain data to Stratsys, including but not limited full name and e-mail address. Stratsys collects and stores information about Users when they register for an account, modify their profiles, set preferences or make purchases through the Services. In the event the User registers a user account following an invitation from another User or Customer to Stratsys, such information may also have been provided to Stratsys by the inviting User or Customer. Following receipt of such data, Stratsys will process the same using automatic data processing in order to enable Stratsys to administer and otherwise perform its obligations within the scope of the Services and ensure that unauthorized persons do not gain access to the Services.

Stratsys will not use such information for any other purpose than as described above and will not transfer or divulge such information to any third parties, other than as directed by the Customer within the Services. Stratsys will delete all such information following the end of the subscription period unless otherwise follows from mandatory law.

Further, the User may upload Content to the Services that will be stored and processed on Stratsys' or its service partners' servers. Stratsys has no control over what Personal Data that the Customer or the User uploads to the Service. Accordingly, the Customer is responsible for that any personal data is collected and processed in accordance with any applicable law.

In the event Stratsys receives any request by any person whose personal data is stored in the Services to delete, correct or move such personal data, Stratsys will forward such request to the Customer without undue delay. Stratsys are, however, not able to carry out any such requests on behalf of the Customer, who shall indemnify and hold Stratsys harmless for any cost or damages suffered as a result of such requests.

Further information may be obtained by contacting Stratsys at the following address:

Stratsys AB
Packhusplatsen 2
411 13 Göteborg
info@stratsys.com

- 6.3 In addition, in order for the User to be able to use the Services, the User must allow Stratsys to store and retrieve information on and from the User's end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorized persons do not gain access to the Services.
- 6.4 By accepting this Agreement, the Customer and the User explicitly consents to (a) the collection and processing by Stratsys of personal data of the Customer, the User or personal data regarding any third person uploaded to the Service by the Customer or the User, (b) the storage of such data until the user account is

terminated by the User or the Customer (or the Customer deletes such data), and (c) the storage and retrieval of information on the User's end terminal equipment as described above.

- 6.5 Stratsys uses subcontractors to perform certain parts of the Services. The current subcontractors are listed on Stratsys Meetings' website. The Customer hereby approves of those subcontractors. Any new subcontractor shall be notified on the website no less than two weeks prior to performing any part of the Services. Should any Customer have an objection to such new subcontractor for data protection reason, the Customer shall have the right to unsubscribe the Service and receive repayment any prepaid fees.
- 6.6 Stratsys may use subcontractors located outside the EU or the EES area. In such event Stratsys shall ensure that such subcontractor adheres to (i) EU standard clauses in this respect (ii) privacy shield or (iii) any other method approved by the EU from time to time.

7. Security, Passwords etc.

- 7.1 The User shall ensure that identities, passwords and equivalent information are stored and used in a secure manner not accessible for third parties. In the event the User suspects that any unauthorized person has become aware of such information, the User shall immediately inform Stratsys thereof. The User shall be liable for any unauthorized use of the Services resulting from the User's failure to comply with this provision.

8. DISCLAIMER

- 8.1 TO THE EXTENT PERMITTED BY LAW, STRATSYS EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR RELIABILITY OF RESULTS FROM USE OF THE SERVICES, THAT THE SERVICE WILL MEET SPECIFIC REQUIREMENTS, THAT THE SERVICE WILL BE UNINTERRUPTED, COMPLETELY SECURE, FREE FROM SOFTWARE ERRORS OR THAT DEFECTS AND DEFICIENCIES IN THE SERVICES WILL BE CORRECTED.

9. Liability and Limitation of liability

- 9.1 In the event a third-party claim (including claims relating to GDPR) is brought against Stratsys as a consequence of the User's use of the Services, the User shall hold Stratsys harmless from any losses, damages, costs or expenses that Stratsys may suffer as a result of such claim.

- 9.2 Stratsys' liability under these Terms of Service including any liability related to the processing of personal data shall be limited to direct damages not exceeding the amount of fees paid by the Customer during the six (6) months preceding the event or non-event that has resulted in the claim against Stratsys.
- 9.3 Stratsys shall not be liable in the event the User's access to the Services is prevented or rendered more onerous due to circumstances beyond Stratsys' control and which it could not have reasonably foreseen. Such force majeure events include, without limitation, labor conflicts, lightning, fire, decisions by public authorities, changes in applicable laws or regulations, errors in the function of the internet, delays or faults in the services provided by subcontractors or other similar circumstances.

10. Confidentiality etc.

- 10.1 Stratsys undertakes not to disclose to any third party (not including any subcontractor that performs any part of the Service) information received by Stratsys from the Customer or the User in the rendering of the Services. In this context 'third party' shall not mean other Users who the disclosing User shared Meetings with or otherwise willingly has shared information with.
- 10.2 Stratsys reserves the right to analyze usage patterns in an anonymized or in aggregated form.
- 10.3 Other than pursuant to the User's instructions, court orders, binding instructions from public authorities, security reasons or to ensure the due abidance to these Terms of Service, Stratsys shall not be entitled to review Content uploaded or processed by the User in the Services.

11. Amendments

- 11.1 Stratsys reserves the right to amend these Terms of Service at any time. In case amendment should have a material adverse effect on the Customer or the User, the Customer shall be entitled to terminate the subscription of the Services with one month's written notice.

12. Term and termination

- 12.1 The Subscription Agreement between the Customer and Stratsys shall enter into force upon acceptance of these Terms of Service. The agreement shall remain in force for an indefinite term, until terminated by either party with one month's written notice.
- 12.2 Upon termination of the agreement, Stratsys shall not be responsible for any Content uploaded or generated in the scope of the Services. Accordingly, the User should at all time keep back-up copies of any Content that the User wish to retain following the termination of the agreement.
- 12.3 Stratsys undertakes, upon termination of the agreement, to permanently delete and destroy all copies of the User's Content within a timeframe reasonable in

consideration of Stratsys' back-up and administrative procedures applied from time to time. The Customer and the User understand and accept such deletion.

12.4 Customer and Users of the free version of the Services are aware and understands that in the event the Customer has not used the Services for a period of six (6) months, Stratsys reserves the right to close the Customer's account and delete any information uploaded to the Services. Stratsys will, however, prior to any such action notify the Customer and give the Customer the opportunity to continue its subscription or, as the case may be, to move the uploaded information elsewhere.

12.5 Sections 10 and 12 shall survive termination of the Subscription Agreement and the Terms of Service.

13. Access restrictions, Premature Termination

13.1 Stratsys shall have the right to limit or disable a User's or, as the case may be, the Customer under whose Subscription Agreement the User is registered, in the event the User uses the Services in a manner that (i) entails, induces or promotes criminal behavior, (ii) violates any governing law, (iii) exposes Stratsys or any third party to a claim for damages, (iv) violates Stratsys' security regulations, (v) non-payment of any fee due or any other breach of the Terms of Service.

14. Assignment

14.1 Stratsys shall have the right to assign its and obligations under the Subscription Agreement to a company within Stratsys' group of companies without the Customer's or any User's prior consent.

14.2 The Customer or any User shall not be entitled to assign or transfer its rights or obligations under the Subscription Agreement or these Terms of Service.

15. Governing law and Dispute resolution

15.1 The Subscription Agreement and these Terms of Service shall be construed in accordance with and governed by the laws of Sweden.

15.2 All disputes arising from or relating to the Subscription Agreement or these Terms of Service shall be adjudicated in Stockholm, Sweden, with the District Court of Stockholm as court of first instance.