



MARKFORGED SUCCESS PLAN  
TERMS OF SERVICE

1. These Terms and Conditions (“Terms” or “Agreement”) shall apply to applicable services provided to the Customer by Markforged or Authorized Markforged Service Agents (collectively “Markforged”). The Markforged Success Plan (“Markforged Success ” or the “Plan”) is additional to Markforged’s limited warranty for defective parts.

2. CONTRACT AND TERM

2.1. POP Success Plan

2.1.1. Customer may purchase a “Point of Purchase” (POP) Success Plan having a coverage period beginning upon the date Customer purchases the POP Success Plan, and terminating one (1), three (3), or five (5) years (“Coverage Period”) from the delivery date of an eligible Product, as shown on Customer’s shipping confirmation.

2.1.1.1. Five (5) year Success Plans may not be available for all products. Onyx One, Onyx Pro, and Mark Two 3D Printer Success Plans have terms of one (1) or three (3) years.

2.1.2. Customer must purchase and/or activate a POP Success Plan within sixty (60) days of delivery of an eligible product.

2.2. Extension Success Plan

2.2.1. Customer may purchase an Extension Plan to extend a POP Success Plan to extend a Coverage Period of less than three years, up to a maximum of five years from the first date of purchase of a POP Success Plan. Extension Success Plan prices may differ from POP Success Plan purchase prices.

2.2.1.1. Extensions up to five (5) years may not be available for all products. Onyx One, Onyx Pro, and Mark Two 3D Printer Extension Plans have maximum coverage periods of up to three (3) years from the first date of purchase of a POP Success Plan.

2.2.2. Customers may purchase and/or activate an Extension Success Plan:

2.2.2.1. Within sixty (60) days after expiry of a POP Success Plan or prior Extension Success Plan; or

2.2.2.2. Pursuant to an offer made according to an eligible Markforged promotion.

2.3. The services provided under a POP Success Plan or an Extension Success Plan are the same, unless otherwise specifically excluded, and references herein to “Plan” or “Success Plan” apply to either Plan.

2.4. Any applicable purchase price or service fees are exclusive of all federal, state and local sale, use, excise, privilege and similar taxes, and the Customer shall pay such taxes, unless the Customer furnishes a valid exemption.

2.5. The Customer's submission of a purchase order or acceptance of service shall be deemed acceptance of these Terms, and those set forth on any applicable Supplement(s), to the exclusion of any additional or different terms and conditions on the Customer's purchase order. The exclusion applies even if such order is expressly made conditional on Markforged assent to such additional or different terms.

2.6. A Plan only covers one (1) Product or Product Bundle, and is linked to the serial number(s) of the one (1) Product or the set of products within the one (1) Product Bundle. Every Customer is required to activate a Plan using the serial number of an eligible Product or the full set of products within the Product Bundle. A Plan activated to one (1) Product or Product Bundle is non-transferable to other Products or Serial Numbers, even others belonging to the same Customer.

2.6.1. A Product Bundle is defined as the joint purchase of an affiliated product set. There is a corresponding Plan for each Product Bundle.

2.6.2. There are two (2) Product Bundles currently offered by Markforged, listed below. Sales discounts or combined purchases of multiple 3D Printers or other products are not considered Product Bundles with regard to Success Plans. Only the following Product Bundles, and their corresponding Plans qualify:

2.6.2.1. Metal X Bundle with Sinter-1

2.6.2.2. Metal X Bundle with Sinter-2

2.7. Acceptance of these Terms shall extend Customer's Limited Warranty on the linked serial number Product to the same termination date as this Plan. This extension is non-transferable.

2.8. A Markforged Success Plan may not be resold and is non-transferable and non-refundable, unless the linked Product is returned in accordance with an applicable Markforged Return Policy, in which case the cost of a Markforged Success Plan is refundable.

2.9. The Customer may not assign or otherwise transfer a Plan, and/or its rights or obligations under this Agreement, without the prior written consent of Markforged. Markforged may charge a transfer fee if granting such permission.

2.10. Only the following products and/or bundles are eligible, and only if they have been covered by a prior Markforged Limited Warranty and/or a Markforged Success Plan:

2.10.1. Onyx One 3D Printer

2.10.2. Onyx Pro 3D Printer

2.10.3. Mark Two 3D Printer

2.10.4. X3 3D Printer

- 2.10.5. X5 3D Printer
- 2.10.6. X7 3D Printer
- 2.10.7. Metal X 3D Printer
- 2.10.8. Metal X Bundle with Sinter-1
- 2.10.9. Metal X Bundle with Sinter-2

2.11. For each Product Bundle, only the following products are eligible to be covered under the associated Plan:

2.11.1. Metal X Bundle with Sinter-1: Metal X 3D Printer, Wash-1 Washing Station, Sinter-1 Furnace

2.11.2. Metal X Bundle with Sinter-2: Metal X 3D Printer, Wash-1 Washing Station, Sinter-2 Furnace

### 3. WHAT IS COVERED

3.1. The Plan provides unlimited chat, email, and phone support from Markforged Support, including its Authorized Markforged Service Agents, ("Support") as well as replacement parts and Express return shipping due to normal wear and tear and accidental damage during the Coverage Period, subject to the following limitations:

3.1.1. Customers may only receive up to two (2) print heads as a replacement part in any one (1) year period.

3.1.1.1. Onyx One Success Plan customers may only receive up to one (1) print head as a replacement part in any one year period.

3.1.2. Customers may only receive up to one (1) Sinter-1 tube as a replacement part in any one (1) year period.

3.1.3. Customers may only receive up to one (1) Gas Control or Supply Panel as a replacement part in any one (1) year period.

3.1.4. Normal wear and tear excludes cosmetic wear and tear, and includes only parts listed in Appendix A: Normal Wear and Tear Items.

3.1.5. Accidental damage includes only parts listed in Appendix B: Accidental Damage items.

3.2. In the repair or maintenance of any product, part, component or subcomponent, Markforged may use new, or equivalent to new, or reconditioned or remanufactured, parts or assemblies of equal or improved quality. In the repair or maintenance of any product or part, Markforged may, at Markforged's sole discretion, elect to repair, replace, maintain, or service any component or subcomponent of a product or part listed in Appendix A or Appendix B rather than the entire product or part. All replaced parts, assemblies, components, or subcomponents become the property of Markforged, Inc. Markforged, at its option, may request the return of any or all of these.

3.3. The Plan provides two one-hour sessions of Application Engineering services by scheduled appointment with the Markforged Application Engineering Group. The two sessions may be combined at the customer's option.

3.3.1. The Plan excludes Application Engineering time for Plans associated with the following products:

3.3.1.1. Onyx One 3D Printer

3.3.1.2. Onyx Pro 3D Printer

3.4. The Plan provides Priority Support and Expedited Response Time.

3.5. Details of Applications Engineering Services, Priority Support, Expedited Response Time, and updates and changes to the Plan are available at [www.Markforged.com/SuccessPlan](http://www.Markforged.com/SuccessPlan).

#### 4. EXCLUSIONS AND LIMITATIONS

4.1. The Plan does not cover Consumables specifically listed in Appendix C.

4.2. The Plan does not cover:

4.2.1. Defective parts; for replacement of a defective part, please see Markforged's Limited Warranty.

4.2.2. Damage due to liquid.

4.2.2.1. The Wash-1 requires the use of a solvent. The Plan does not cover any damage caused by non-approved or inappropriately handled solvents or other liquids.

4.2.3. Any Product with an altered or removed serial number, or a lost or stolen Product, or any Product that may have been used in violation of any restrictions or other terms in this Agreement or other Markforged Terms of Service and/or End User Licensing Agreement applicable to the Product; or a Markforged Product that has been transferred without Markforged permission to other than the original purchaser.

4.2.4. Damage or wear due to abuse, neglect or misuse, extreme environment, unusual physical or electrical stress or interference, exposure to moisture, flooding, fire, or electrical problems associated with incoming power, as defined at the discretion of Markforged, or other acts not the fault of Markforged.

4.2.5. Damage or wear resulting from unauthorized hardware, software, or firmware modifications to or disassembly of the Product.

4.2.6. Damage or wear due to failure to comply with Product shipping instructions and/or packing documentation.

4.2.7. Damage or wear resulting from attempts by personnel other than Markforged representatives to install, modify, repair or service the Product unless directed by a Markforged representative.

4.2.8. Damage or wear resulting from improper connection to incompatible equipment.

4.2.9. Maintenance or cleaning to remediate any damage, malfunction or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed by Markforged.

4.2.10. Damage or wear caused by use with materials, products or software not developed by Markforged, including third-party printing materials, third-party consumables, solvents, adhesives, cleaners, abrasives, or lubricants.

4.2.11. Cosmetic damage, including but not limited to scratches, dents, abrasions, streaks, clouding, or paint/finish chipping.

4.2.12. Software or firmware enhancements or upgrades otherwise available for purchase or licensing.

## 5. OBTAINING SERVICE

5.1. The original purchaser of the Product and Plan may initiate contact with Markforged Support via Live Chat, a phone call to 1.844.700.1035, or by submitting a support case online to: [support.markforged.com](https://support.markforged.com).

To ensure that the product is repaired as quickly and efficiently as possible, the Customer must first work cooperatively with Markforged Support to try to repair the product. If the product contains features that enable Markforged Support to diagnose and repair problems with the product remotely, Markforged Support may request that the Customer allow such remote access to the product or assist in collecting diagnostic logs.

5.2. Support Hours of Operation: 9:00AM to 6:00 PM EST Monday-Friday. Hours of operation are subject to change.

5.3. Markforged Support determines a course of action. The decision to issue replacement parts or have Product or parts of Product returned for servicing is at Markforged Support's discretion. If replacement parts are deemed necessary, Markforged Support will coordinate shipment to you. For service requiring return of Product or parts of Product, Markforged Support will issue a Return Merchandise Authorization ("RMA") Number to Customer. Unauthorized returns will not be accepted under any circumstances.

5.4. Markforged warrants the repair services and that all parts furnished hereunder will be free from defects in material and workmanship for ninety (90) days after the time of service provision or parts installation.

5.5. Markforged will cover Express shipping as applicable. Customer must pack the item according to Markforged Support instructions to prevent damage in transit.

## 6. CONFIDENTIALITY

6.1. Markforged recognizes that during the performance of service hereunder, Markforged may be exposed to information of a confidential nature relating to the business of the Customer. Markforged agrees to hold such information in confidence for the Customer to the same extent that Markforged provides for its own information and not to disclose such information to any other party without the prior written consent of the Customer.

## 7. DISCLAIMERS.

7.1. MARKFORGED SUCCESS IS NOT A SEPARATE WARRANTY OR LIMITED WARRANTY. MARKFORGED SUCCESS IS IN ADDITION TO MARKFORGED'S LIMITED WARRANTY. A MARKFORGED SUCCESS PLAN IS AN OPTIONAL PLAN FOR SERVICE AND TECHNICAL SUPPORT THAT MUST BE PAID FOR BY CUSTOMERS IN ADDITION TO THE PURCHASE PRICE OF THE PRODUCT.

## 8. LIMITATIONS OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER MARKFORGED NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR (A) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. IN PARTICULAR, MARKFORGED SHALL NOT BE LIABLE FOR INTERRUPTION AND/ OR LOSS OF BUSINESS BY THE CUSTOMER, FOR LOSS OF PROFIT BY THE CUSTOMER, OR FOR CONSEQUENTIAL DAMAGES OR FOR CLAIMS BY THIRD PARTIES AGAINST THE CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MARKFORGED'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE.

SOME COUNTRIES, REGIONS, STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF REMEDIES OR OF INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR THE APPLICABLE TIME PERIODS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. EXCEPT TO THE EXTENT LAWFULLY PERMITTED, THIS LIMITED WARRANTY DOES NOT EXCLUDE, RESTRICT OR MODIFY STATUTORY RIGHTS APPLICABLE TO WHERE THE PRODUCT IS SOLD BUT, RATHER, IS IN ADDITION TO THESE RIGHTS.

## 9. SEVERABILITY; TERMINATION; CHOICE OF LAW

9.1. In the event that any of the provisions of this Contract shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Contract shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this Contract.

9.2. Either party can terminate this Agreement at any time with thirty (30) days prior written notice. Markforged reserves the right to terminate service provided under this Agreement by written notice to the Customer, if the Customer breaches any material provision of these Terms and Conditions. If the breach is persisted or not rectified within 30 days after receipt of such notice, Markforged may terminate service.

9.3. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. Any dispute between the parties arising under or relating to this Contract shall be subject to the exclusive jurisdiction of State or Federal courts within Massachusetts. A printed version of this Contract will be admissible in judicial and administrative proceedings based upon or relating to this Contract to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## 10. CHANGES TO THE PLAN

Markforged may update these Terms of Service from time-to-time by sending you a notice, e.g., via email, or posting a new version on our websites, e.g., at [www.Markforged.com/SuccessPlan](http://www.Markforged.com/SuccessPlan). You should check this page occasionally to review any changes. We will provide notice of any changes by posting the revised Terms of Service. We encourage you to periodically review these Terms of Service to be informed with respect to any changes to these Terms of Service. Continuing to accept services after a notice of changes has been sent to you or published on our websites, e.g., [www.Markforged.com/SuccessPlan](http://www.Markforged.com/SuccessPlan), shall constitute consent to the changed terms and practices.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND BY EITHER OF MARKFORGED'S ACCEPTANCE OF A PURCHASE ORDER OR CUSTOMER'S ACCEPTANCE OF SERVICE, AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS PER SECTION 2.5. THE ENGLISH LANGUAGE VERSION OF THIS AGREEMENT WILL BE DEFINITIVE AND WILL CONTROL OVER ANY TRANSLATION.

APPENDIX A: NORMAL WEAR AND TEAR ITEMS

Onyx One 3D Printer:

Print Head (limited to 1 per year)	Dry Box Adaptor	Plastic Extruder worn component
Dry Box	LCD Display	Leveling Shim
Bearings	Belt	Stepper Motor
Servo Motor	Wire Harnesses	Nylon Bowden Tube
Cables	Build Plate	Circuit Boards
Sensors		

Onyx Pro 3D Printer:

Print Head (limited to 2 per year)	Fiber Extruder worn component	Plastic Extruder worn component
Dry Box	Dry Box Adaptor	Leveling Shims
Bearings	LCD Display	Stepper Motor
Servo Motor	Belt	Nylon Bowden Tube
Fiber Bowden Tube	Fiber Spool Tensioner	Fiber Feed Tube
Cables	Wire Harnesses	Circuit Boards
Sensors	Build Plate	

Mark Two 3D Printer:

Print Head (limited to 2 per year)	Fiber Extruder worn component	Plastic Extruder worn component
Dry Box	Dry Box Adaptor	Leveling Shims
Bearings	LCD Display	Stepper Motor
Servo Motor	Belt	Nylon Bowden Tube
Fiber Bowden Tube	Fiber Spool Tensioner	Fiber Feed Tube
Cables	Wire Harnesses	Circuit Boards
Sensors	Build Plate	

X3 3D Printer:

Print Head (limited to 2 per year)	Dry Box Adaptor	Plastic Extruder worn component
Dry Box	LCD Display	Leveling Shim
Bearings	Belt	Stepper Motor
Servo Motor	Wire Harnesses	Nylon Bowden Tube
Cables	Build Plate	Circuit Boards
Sensors		

X5 3D Printer:

Print Head (limited to 2 per year)	Fiber Extruder worn component	Plastic Extruder worn component
Dry Box	Dry Box Adaptor	Leveling Shims
Bearings	LCD Display	Stepper Motor
Servo Motor	Belt	Nylon Bowden Tube



Fiber Bowden Tube	Fiber Spool Tensioner	Fiber Feed Tube
Cables	Wire Harnesses	Circuit Boards
Sensors	Build Plate	

X7 3D Printer:

Print Head (limited to 2 per year)	Fiber Extruder worn component	Plastic Extruder worn component
Dry Box	Dry Box Adaptor	Leveling Shims
Bearings	LCD Display	Stepper Motor
Servo Motor	Belt	Nylon Bowden Tube
Fiber Bowden Tube	Fiber Spool Tensioner	Fiber Feed Tube
Cables	Wire Harnesses	Circuit Boards
Sensors	Build Plate	

Metal X 3D Printer:

Print Head (limited to 2 per year)	Wire Harnesses	Spool Holders and Accessories
Bearings	Print Bed	Feed Tubes
Servo Motor	Print Bed Vacuum	Sheet Press
Cables	Belt	Part Fan
Sensors	Heat Sink Fan	Circuit Boards
LCD Display	Wipe Station (not brushes)	Chamber Fan
Chamber Heater		

Wash-1 Washing Station:

Basket	LCD Display	Circuit Boards
Sensors and Thermocouples	Cables	Wire Harnesses

Sinter-1 and Sinter-2 Furnaces:

Tube (limited to 1 per year)	LCD Display	Radiation Shields
Setter Plate	Circuit Boards	Setter Rest
Wire Harnesses	Preheat Assembly	Solenoids
Cables	Fans	Door
Sensors and Thermocouples		

APPENDIX B: ACCIDENTAL DAMAGE ITEMS

Onyx One 3D Printer:

Build plate	Cables	Wire Harness
Plastic Filament Bowden Tube	Dry Box	Dry Box Spool Holder
Visor	Spool Holder and accessories	Stage Flexures and fastening
LCD Display	Leveling shims	Belts

Onyx Pro 3D Printer:

Build plate	Dry Box	Dry Box Spool Holder
Plastic Filament Bowden Tube	Fiber Bowden Tube	Fiber Feed Tube
Visor	Spool Holder and accessories	Stage Flexures and fastening
LCD Display	Leveling shims	Belts
Cables	Wire Harness	

Mark Two 3D Printer:

Build plate	Dry Box	Dry Box Spool Holder
Plastic Filament Bowden Tube	Fiber Bowden Tube	Fiber Feed Tube
Visor	Spool Holder and accessories	Stage Flexures and fastening
LCD Display	Leveling shims	Belts
Cables	Wire Harness	

X3 3D Printer:

Build plate	Cables	Wire Harness
Plastic Filament Bowden Tube	Dry Box	Dry Box Spool Holder
Visor	Spool Holder and accessories	Stage Flexures and fastening
LCD Display	Leveling shims	Belts

APPENDIX B: ACCIDENTAL DAMAGE ITEMS

X5 3D Printers:

Build plate	Dry Box	Dry Box Spool Holder
Plastic Filament Bowden Tube	Fiber Bowden Tube	Fiber Feed Tube
Visor	Spool Holder and accessories	Stage Flexures and fastening
LCD Display	Leveling shims	Belts
Cables	Wire Harness	

X7 3D Printer:

Build plate	Dry Box	Dry Box Spool Holder
Plastic Filament Bowden Tube	Fiber Bowden Tube	Fiber Feed Tube
Visor	Spool Holder and accessories	Stage Flexures and fastening
LCD Display	Leveling shims	Belts
Cables	Wire Harness	

Metal X 3D Printer:

Door	Wire Harnesses	Spool Holders and Accessories
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Heat Sink Fan	Print Bed	Stage Flexure and Fastenings
Wipe Station (not brushes)	Belt	Sheet Press
LCD Display	Chamber Fan	Part Fan
Vacuum Filter		

Wash-1 Washing Station:

Basket	LCD Display	Circuit Boards
Sensors and Thermocouples	Cables	Wire Harnesses

Sinter-1 and Sinter-2 Furnaces:

Tube (limited to 1 per year)	LCD Display	Radiation Shields
Setter Plate	Circuit Boards	Setter Rest
Wire Harnesses	Preheat Assembly	End Caps
Cables	Gas Supply Panel (limit to 1 per year)	Gas Control Panel (limit to 1 per year)
Sensors and Thermocouples	Exhaust Flex Line	Top Cover

APPENDIX C: EXCLUDED CONSUMABLES

Printing Consumables:

Plastic Printing Filament (FFF), e.g., Tough Nylon, Onyx	Fiber Printing Prepreg (CFF), e.g., Carbon Fiber, Kevlar, Glass Fiber	Build Plate Glue
Anti-seize	Nozzles	PTFE sheath
Metal Printing Filament, e.g., 17-4PH	Ceramic Release Printing Filament	Metal X Print Sheets
Wipe Station Brushes		

Other Consumables:

Opteon SF79, Opteon SF80 or other solvent	Exhaust Filter	Supply Filter
End Cap O-Rings	Gaskets	Vacuum Grease
Kevlar Hot Gloves	Pipe Tape	Liquid Leak Detector



MARKFORGED ONSITE SERVICE  
SUPPLEMENTAL TERMS OF SERVICE

1. These Terms and Conditions are supplemental to the Markforged Success Plan Terms of Service and specifically describe the Markforged Onsite Service Plan for those products which are eligible. These supplemental terms and conditions are applicable to the following services:

1.1. Onsite Services for Markforged Onyx One, Onyx Pro, Mark Two, X Series, Metal X 3D Printers, Wash-1 Washing Station, Sinter-1 and Sinter-2 Furnaces.

2. Markforged Onsite Service is a supplement to a companion Markforged Success Plan and is linked to the serial number of one (1) Product and (1) activated Markforged Success Plan. Markforged Onsite Service is non-transferable to other Products or Success Plans, even others belonging to the same Customer. A Markforged Onsite Service Plan is serviced only by Markforged headquarters in Cambridge, MA, USA or specific Authorized Markforged Service Agents identified in an associated quote or sales document.

3. Remedial Service. In the event of product inoperability, Markforged will, at its option repair the inoperable product by means of telephone support or on-site service at no charge for parts and labor, or replace the product with a comparable product. To Onsite Service under these Supplemental Terms of Service, the Customer must first use the processes provided by and as described in the Markforged Success Plan. Markforged Support personnel will work to resolve issues professionally and quickly; however, the Customer must reasonably assist Markforged Support. Remedial service does not include performance or normal user maintenance and cleaning as prescribed in the user manual for the product, or any replacement of Excluded Printing Consumables (Appendix C of Markforged Success Plan Terms of Service).

3.1. If telephone, online, or other remote support under the Markforged Success Plan is unsuccessful, Markforged will repair the product without charge for parts, labor or travel or at its option, Markforged may provide a comparable replacement product.

4. Service Area. Service will be provided within the national borders of the principal place of business of Markforged or of the Authorized Markforged Service Agent associated with the purchased Onsite Service Plan, with limited on-site service in excess of 120 miles therefrom.

5. Travel Charges. Additional charges may apply to on-site services performed outside of a 30 mile radius from a Authorized Markforged Service Agents. Charge is 'per call'.

6. Response Time. Markforged Onsite Service will make best efforts to respond to requests for on-site service within the times shown below depending upon the Customer's distance from a Authorized Markforged Service Agent.

7. "Loaner". At Markforged discretion, Markforged Onsite Service may dispatch a loan product of equivalent specifications to the Customer, rather than provide on-site service. In such a circumstance, the Customer shall promptly return the faulty product to the Authorized

Markforged Service Agent nominated by Markforged, and all freight and risk shall be at Markforged expense.

8. Relocation of Products. Relocation of products to a site other than the site specified initially by the Customer may affect the availability of service and will relieve Markforged of its obligation to provide on-site service unless:

- 8.1. The Customer notifies Markforged Onsite Service thirty (30) days prior to such relocation;
- 8.2. Markforged Onsite Service confirms that the relocation does not affect the availability of service; and
- 8.3. The Customer agrees to pay any adjustment of charges which may result from the relocation.
- 8.4. Upon request of the Customer, Markforged Onsite Service will supervise product relocation, including de-installation, crating and uncrating and reinstallation, or perform other associated service at the then current time and material rates.

#### 9. Obligations of the Customer

- 9.1. The Customer shall permit Markforged Onsite Service access to the products whenever service is required. The Customer shall ensure that the user co-operates with Markforged Onsite Service to the extent necessary to permit service to be performed efficiently and without interruption.
- 9.2. The Customer shall permit Markforged Onsite Service to use any Customer equipment or facilities that Markforged Onsite Service reasonably deems necessary for the performance of service.
- 9.3. The Customer shall be responsible for the procurement, installation and maintenance of all communication media, including, but not limited to customer telephones and wired and wireless networks. Charges for the use of such media and equipment in connection with the performance of service shall be borne by the Customer.
- 9.4. The Customer shall ensure that the site meets the environmental specifications contained in the user manual available with the product to be serviced. If a product under service fails by operating in a site not meeting Markforged Onsite Service specifications, Markforged Onsite Service may refuse to provide service until the site meets specifications.
- 9.5. The Customer is responsible to perform basic operator maintenance as described in the user manual for the product.

#### 10. Obligations of Markforged.

- 10.1. Markforged shall carry or provide Workers Compensation and Comprehensive Automobile and General Liability Insurance as appropriate for federal, state and local laws.

10.2. Markforged reserves the right to determine the assignment of its employees or Authorized Markforged Service Agents in providing service hereunder.

10.3. Markforged warrants the repair services and that all parts furnished hereunder will be free from defects in material and workmanship for ninety (90) days after the time of service provision or parts installation.

10.4. Markforged shall indemnify and hold the Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Markforged while on the Customer's premises.

10.5. Markforged shall not be held responsible for delays in servicing or returning the product in the event of industrial strikes, acts of war, natural disasters or other events that are beyond the immediate control of Markforged.

## 11. CHANGES TO THE PLAN

Markforged may update these Supplemental Terms of Service from time-to-time by sending you a notice, e.g., via email, and/or posting a new version on our websites, e.g., at [www.Markforged.com/SuccessPlan](http://www.Markforged.com/SuccessPlan). You should check this page occasionally to review any changes. We will provide notice of any changes by posting the revised Supplemental Terms of Service. We encourage you to periodically review these Supplemental Terms of Service to be informed with respect to any changes to these Supplemental Terms of Service. Continuing to accept services after a notice of changes has been sent to you or published on our websites, e.g., [www.Markforged.com/SuccessPlan](http://www.Markforged.com/SuccessPlan), shall constitute consent to the changed terms and practices.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND BY EITHER OF MARKFORGED'S ACCEPTANCE OF A PURCHASE ORDER OR CUSTOMER'S ACCEPTANCE OF SERVICE, AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS PER SECTION 2.5 OF THE MARKFORGED SUCCESS PLAN TERMS OF SERVICE. THE ENGLISH LANGUAGE VERSION OF THIS AGREEMENT WILL BE DEFINITIVE AND WILL CONTROL OVER ANY TRANSLATION.