



MASTER TERMS AND CONDITIONS OF SALE

Please read the following carefully. These Master Terms and Conditions, together with the Product Warranty Information document attached hereto (collectively, the "Terms") form a legally binding agreement and apply to the sale and use of all 3D printers and associated equipment (collectively "the Equipment"), accompanying software ("Software"), consumables and other materials ("Materials"), and parts ("Parts") (all of which are collectively referred to as the "Product" or "Products") sold or licensed by Allevi, Inc. ("Allevi") to any end-user entity or individual ("Customer").

You indicate your acceptance of these Terms as a Customer upon your submission of an order for any Product to Allevi and each time you use a Product. If you have not read these Terms, do not understand these Terms, or are not able to consent to be bound by these Terms (e.g., if you are not old enough to enter into a binding legal contract), do not order or use Allevi Products.

If you are ordering or using any Product on behalf of a business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these Terms on its behalf and (b) to bind such business, organization, or entity to these Terms.

1. **Agreement.** All orders accepted by Allevi are governed by these Terms. These Terms are incorporated into, and are a part of, each quotation, invoice, requisition, purchase order (except as to any terms and conditions included in a purchase order issued by Customer), work order, shipping instruction, specification or any other terms and conditions or document relating to the sale or license of the Products, all of which collectively constitute the entire agreement (the "Agreement") between the parties with respect to the Products. Any representation or submission, in any form, that conflicts with or modifies any terms of this Agreement is expressly rejected unless agreed to in writing by Allevi. Allevi reserves the right to modify or supplement these Terms and the Agreement with additional terms and conditions at any time by providing you with such modified or supplemental terms and conditions. You indicate your acceptance of such modified or supplemental terms and conditions as part of the Agreement by ordering or using any Product after receipt of such notice.

2. License Grant and Restrictions.

- (a) Subject to the terms and conditions of the Agreement, and unless terminated according to the Agreement, Customer is granted a limited, revocable, nonexclusive, nontransferable (except as provided in these Terms), and nonsublicensable license to use, for internal purposes in the normal course of business, any Software included with the Equipment (including firmware installed on Equipment and application and other software packaged with or downloadable in connection with the purchase of Equipment) for as long as Customer owns the Equipment. Customer and subsequent owners of the Equipment may transfer the license to the Software attendant to a transfer in ownership of the Equipment if the transferee subsequent owner accepts these Terms, including all disclaimers, releases, and limitations of the Product Warranty Information document attached hereto.
- (b) Customer's use of the Software is subject to any additional license terms that may be embedded in the Software during installation, regardless of whether Customer, Allevi or a third-party actually installs the Software. To the extent that the Software includes any open source software, the terms and conditions of the open source license agreement for such software shall apply and, if such terms and conditions contradict or are inconsistent with these Terms, such terms and conditions shall supersede and replace these Terms strictly to the extent of such contradiction or inconsistency and strictly with respect to the portion of the Software to which the open source license agreement applies by its terms and conditions. All Software remains the sole property of Allevi. Customer may not disclose, sublet, sublicense, assign or transfer the Software or any documentation or know-how associated with operating and maintaining the Equipment or the Software to any third party without the prior written consent of Allevi. The license granted under this Section 2 includes the right to obtain and utilize certain new releases and upgrades of the Software that Allevi makes available under this license at no additional cost to Customer from time to time and in Allevi's sole discretion. However, the license granted under this Section 2 does not include the right to obtain or utilize those upgrades or modifications to the Software for which Allevi charges an additional fee. Customer shall limit its use of the Software solely to the Equipment upon which the Software was originally installed, or upon such other equipment as Allevi may consent to in writing.
- (c) Customer's use of the Software may require online authentication to Allevi's network or servers. Accordingly, Customer may not be able to access or use the Software on hardware that is not connected to the Internet. In addition to online authentication, certain features and functionality of the Software may require interaction with hosted services provided by Allevi, which hosted services may require a fee and may be offered by Allevi under separate terms and conditions. Subject to such separate terms and conditions, Allevi may change or cancel such hosted services at any time. Customer may not use such hosted services in any way that harms or impairs anyone else's use of the hosted services. Customer may not use the hosted services to try to gain unauthorized access to any service, data, account, or network by any means.
- (d) All licenses to the Software provided under the Agreement are to machine-readable object code. No license is granted in the source code of the Software.
- (e) Customer shall use its best efforts to safeguard the Software so as to insure that no unauthorized party has access to the Software and that no party makes any unauthorized copy of the Software. Customer shall not use the Software for any timesharing or service bureau purposes or otherwise use or allow the use of the Software for the benefit of any third party (including by way of multiplexing or pooling) other than as expressly permitted by Allevi in writing. Customer shall not generate income from any third party's use of the Software.
- (f) Customer shall use its best efforts to assist Allevi in identifying and preventing any unauthorized access to or use, copying, or disclosure of Software or any portions thereof or any of the algorithms or the logic contained in the Software. Customer shall advise Allevi immediately in the event Customer learns, or has reason to believe, that any party to whom Customer has given access to the Software has violated, or intends to violate, the terms of the Agreement, and Customer will cooperate with Allevi in seeking injunctive or other equitable relief in the name of Customer or Allevi against any such party.
- (g) Customer shall not, and shall not permit any third party to, translate, decompile, disassemble, reverse engineer, modify, create derivative works of, attempt to discover any source code or underlying ideas or algorithms of, or modify the Software in any way, without the prior written consent of Allevi, except as expressly permitted by applicable law notwithstanding the foregoing prohibition.
- (h) Customer shall not remove or alter any copyright notice or any other notices that appear on the Software.
- (i) Customer shall be solely responsible to Allevi for the observance and compliance with all terms and conditions of the Agreement by its employees, contractors,



service providers, agents and any other third party who has been permitted access to the Software as a result of Customer's action or inaction, whether or not such party is actually permitted to have such access under the terms of the Agreement.

- (j) To the extent that Customer's use consistent with the Agreement of any Equipment or Software provided by Allevi practices any patent owned by Allevi, subject to the terms and conditions of the Agreement and unless terminated according to the Agreement, Allevi grants to Customer a limited, revocable, nonexclusive, nontransferable, and nonsublicensable license to practice such patent as necessary for such use consistent with the Agreement for as long as Customer owns the Equipment. This patent license is not transferrable by Customer, including to subsequent owners of the Equipment, absent a signed written consent to such transfer from Allevi.
- (k) Except as otherwise expressly permitted under the Agreement, Customer shall not have any rights to use any Software, practice any patent owned by Allevi, or exercise any other intellectual property rights of Allevi, in whole or in part. Any right not expressly granted to Customer under the terms of the Agreement shall be reserved to Allevi.

3. **Payment Terms.** These Terms are generally attached to quotations, proposals, or bids provided by Allevi to Customer. All orders for Product(s) submitted by Customer to Allevi are offers subject to these Terms that Allevi may accept by a written acceptance or by processing the ordered Product(s) for shipment to Customer. Unless otherwise approved by Allevi in writing, payment terms for the Equipment are: (100%) shall be invoiced with shipment of the ordered Product(s), with payment due within thirty (30) days following the invoice date. Customer is responsible for all applicable sales, use or other taxes or duties imposed upon the transaction and will provide Allevi with appropriate documentation of any exemption if applicable. Customer will be assessed at the lesser of 1.5% per month interest and the highest rate of interest chargeable under applicable law on all overdue amounts. Customer may not suspend, setoff payment or otherwise deduct any amounts it claims it is owed by Allevi. Customer is responsible for all costs (including reasonable attorneys' fees) incurred by Allevi in collecting overdue payments and/or retaking possession of Products for which payment is overdue.

4. **Chargebacks.** Returns and refunds may only be made through Allevi's specified return process. Once processed, credit card payments are irrevocable and undisputable and may not be charged back under any circumstance.

5. **Delivery.** Delivery is F.O.B. Allevi's facility on or about the shipping date identified in the purchase order. The parties agree that "F.O.B. Allevi's facility" means that title and risk of loss pass to Customer upon placement of Products at the shipping dock of Allevi or its supplier for shipping or upon tender of Products to an authorized shipping agent, whichever occurs first. Allevi will prepay all shipping costs, and will invoice Customer for reimbursement. All delivery dates are estimates only. Allevi will use commercially reasonable efforts to give Customer notice of any shipping delays; however, Allevi is not liable for any damages caused by delay in delivery, and delay is not grounds for rescission or cancellation of this Agreement.

6. **Returns.** Customer may return any Equipment purchased under this Agreement to Allevi provided that such equipment is properly packaged, shipped to Allevi within thirty (30) days of the delivery, undamaged and in saleable condition. All returned products will be inspected by Allevi. Any damage to the returned products will result in an additional fee, which, as determined in the sole and reasonable discretion of Allevi, is sufficient to compensate for such damage.

7. **Warranty Terms.** Certain Products sold or licensed under this Agreement are warranted solely as set forth in the Product Warranty Information document attached hereto.

8. Confidential Information.

(a) Each party ("Receiving Party") may receive access to information (in tangible or intangible form) identified by the disclosing party ("Disclosing Party") as confidential information or which, based on the nature of the information, should reasonably be considered and treated as confidential ("Confidential Information"). For the avoidance of doubt, the Software and any non-standard terms and any financial or pricing terms of this Agreement (including, for the avoidance of doubt, all applicable quotations, invoices, requisitions, purchase orders, work orders, shipping instructions, specifications and any other terms and conditions or document relating to the sale or license of the Products under these Terms) shall be considered the Confidential Information of Allevi. The Receiving Party shall not use Confidential Information of the Disclosing Party except as needed to exercise the Receiving Party's rights or perform its obligations under this Agreement. The Receiving Party shall exercise the same degree of care and protection with respect to the Disclosing Party's Confidential Information that it exercises with respect to its own confidential information of a similar nature and, in any event, shall use reasonable care and take all reasonable precautions to prevent unauthorized disclosure of such Confidential Information to third parties. The Receiving Party may disclose Confidential Information of the Disclosing Party to Receiving Party's employees, agents, or contractors with a need to know the Confidential Information in order for the Receiving Party to exercise its rights or perform its obligations under this Agreement so long as such employees, agents, and contractors have a duty of confidentiality or have entered into a non-disclosure and non-use agreement with terms no less protective of the Confidential Information than the terms of this Agreement.

(b) Notwithstanding the foregoing, the following information shall not be considered "Confidential Information":

- (i) Information which is publicly known as of the effective date of this Agreement;
- (ii) Information which becomes publicly known, unless as a result of the fault of the Receiving Party;
- (iii) Information that is received in good faith by the Receiving Party, with no restrictions on use or disclosure, from a third party not subject to any confidentiality obligation to the Disclosing Party;
- (iv) Information independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party;
- (v) Information which the Disclosing Party agrees in writing is not confidential; and
- (vi) Information which is required to be produced by law or judicial process, provided that upon receipt of a demand for production of Confidential Information of the Disclosing Party pursuant to law or judicial process, the Receiving Party shall use reasonable efforts to notify the Disclosing Party of such demand in sufficient time to allow the Disclosing Party to move to limit or prevent such disclosure.

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- (c) The obligation of non-disclosure and non-use with respect to Confidential Information shall survive the expiration or termination of this Agreement and shall continue indefinitely (or for so long as permitted by applicable law).
- (d) The parties acknowledge and agree that a breach by a party of its confidentiality obligations under this section will result in a presumption of irreparable harm, which must be rebutted by the breaching party. Actions to enforce this section shall not be subject to arbitration under Section 11 of this Agreement.

9. Ownership.

- (a) As between Allevi and Customer, all intellectual property rights in and to the Products belong to Allevi and its licensors and suppliers. Nothing in this Agreement shall operate to transfer any intellectual property rights to Customer beyond the specific licenses granted herein. The structure, organization, and code of the Software are the valuable trade secrets, proprietary information, and confidential information of Allevi and its licensors, as applicable. The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Customer agrees it will not take any action that jeopardizes Allevi's proprietary rights or acquire any right in the Software, including any actions in violation of the licenses granted under this Agreement. Customer hereby assigns any rights it has or may have in any modifications, enhancements, and derivative works of the Software that are made by or on behalf of Customer, whether such modifications, enhancements, and derivative works of the Software are permitted by this Agreement or not. If required, Customer specifically agrees that it will obtain, at Allevi's reasonable request, the execution of any instrument that may be appropriate to assign these rights to Allevi or perfect these rights in Allevi's name. Allevi's rights to modifications and enhancements of the Software are not an implied license to Customer to make any modifications or enhancements to the Software.
- (b) As between Customer and Allevi, Customer shall be the sole owner of all data input into and stored in the Software by Customer, provided that Customer hereby grants to Allevi a perpetual, irrevocable, non-exclusive, non-transferable and non-assignable (except to the extent this Agreement is assignable), royalty-free license to access, use, copy, and display such data for purposes of performing its obligations under this Agreement. Such data include Customer-specific data stored and accessible to Customer on the Allevi platform in connection with use of the Software and attendant services, such as historical usage, printing parameters, and the like.
- (c) Customer grants Allevi the right to collect and use anonymized data with respect to Customer's use of the Software and receipt of attendant services, including certain usage data used to improve the Software and attendant services for all customers. Such data shall be not identifiable of Customer or any individual. For the avoidance of doubt, all products and services created by Allevi using such data shall be and remain the sole property of Allevi.

10. Limitation of Liability. Allevi's liability is limited under this Agreement as set forth in the Product Warranty Information document attached hereto.

11. Applicable Law and Arbitration.

- (a) The Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania, USA, without regard to the choice or conflicts of law provisions of any jurisdiction.
- (b) In the event of a dispute between the parties arising out of or relating to the Agreement, the parties will first attempt to resolve the dispute by internal discussions involving their appointed representatives within thirty (30) days of the dispute arising.
- (c) Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) a good faith determination by either of the parties' designated representatives that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made.
- (d) If the parties fail to resolve a dispute through negotiation as provided above, either party may submit the dispute to binding arbitration. Arbitration proceedings shall occur in the United States, at a location to be mutually agreed to by the parties or, if the parties cannot agree, in Philadelphia, Pennsylvania. Arbitration proceedings will be administered by the American Arbitration Association (AAA), or such other administrator as the parties may mutually agree upon, and will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). All statutes of limitation applicable to any claim will apply in an arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the dispute being arbitrated. Arbitrators are empowered to resolve disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) will resolve all disputes in accordance with the laws of the Commonwealth of Pennsylvania, USA, without regard to the choice or conflicts of law provisions of any jurisdiction, (ii) may grant any remedy or relief that a court of Pennsylvania could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will an arbitrator have the authority to award damages that exceed the scope of the Agreement), and (c) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of procedure of a Pennsylvania federal or state court. Arbitrators will be required to make specific, written findings of fact and conclusions of law. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by law. The arbitration proceedings shall be final and binding and judgment upon any award rendered in arbitration may be entered in any court having jurisdiction. This arbitration provision will survive termination, amendment, or expiration of the Agreement or any relationship between the parties.
- (e) Notwithstanding the foregoing, this section shall not limit the right of either party to obtain provisional or ancillary remedies, including injunctive or other equitable relief (including with respect to confidentiality or intellectual property), to avoid the expiration of any applicable limitations period, attachment, the appointment of a receiver, or to preserve a superior position with respect to other creditors, from a court of competent jurisdiction, whether before, after, or during the pendency of any dispute resolution process, arbitration, or other proceeding. The exercise of any such remedy will not waive the right of any party to compel arbitration. Customer agrees that it will not bring or be a party to any class-action lawsuit against Allevi.

12. Limitations Period. Any claim, action, or formal proceedings against Allevi arising from the sale of the Products or any alleged breach of the Agreement must be commenced within six (6) months after the cause of action has accrued regardless of any contrary statute of limitations.

13. Force Majeure.

- (a) For purposes of this Agreement, "Force Majeure Event" means any event or circumstance, regardless of whether it was foreseeable, that: (i) was not caused by a party and (ii) prevents that party from complying with any of its obligations under this Agreement (other than an obligation to pay money).



(b) If a Force Majeure Event occurs, the party that is prevented from performing (the “Nonperforming Party”) will be excused from performing those obligations rendered un-performable by the Force Majeure Event. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement as soon as reasonably possible.

14. Compliance with Governmental Regulations.

(a) Customer may not use any Products to sell any products or provide any services to, or for the use or benefit of, any intermediary or ultimate purchaser with which Allevi could not deal under the laws or regulations of the United States (“U.S.”), including, without limitation, the regulations of the U.S. departments of Commerce, Defense, State and Treasury. This includes, but is not limited to, persons in or nationals of OFAC sanctioned countries such as; Cuba, Iran, North Korea, Sudan (North) and Syria. Customer will comply with all other laws and regulations of the U.S., and any other relevant jurisdiction relating to the sale, shipment or transfer of any Allevi’s product. This limitation includes controls on the export and re-export of Allevi’s equipment, components or print materials of U.S. origin sold, shipped or transferred outside of the U.S.

(b) If Customer is transferring the Products to another party or location, Customer must identify the name and country of the end user before Allevi will release the Products for shipment. Where U.S. licenses under export control or sanctions rules are required for a sale, shipment, transfer or service, Customer will request the necessary government authorization(s) in coordination with Allevi and will not proceed with such transactions or activities until after the competent authority has issued the requested license. Customer shall provide copies of any such license(s) to Allevi. Customer shall also be responsible for obtaining any required governmental authorizations for other jurisdictions, such as import licenses and foreign exchange permits. Allevi shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed. Customer shall bear all such risks and costs caused thereby and shall not be relieved thereby of any of its obligations to pay Allevi.

(c) Customer, its personnel, contractors and agents, and any subsidiaries, affiliates, joint-venturers or partners subject to the Customer’s control, will comply with the requirements of all applicable Anti-Corruption Laws (as defined below) and represent that they have not and will not make any Corrupt Payment (as defined below). Allevi must approve any payments or provision of anything of value to a Government Official (as defined below) in relation to this Agreement in advance and Customer must provide receipts in advance of any reimbursement of expenses related to this Agreement. The following definitions shall apply:

(i) “Anti-Corruption Law” means, but is not limited to, the U.S. Foreign Corrupt Practices Act (the “FCPA”) and Travel Act (prohibiting commercial bribery); any anti-bribery and related prohibitions implemented under the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “OECD Convention”); or other anti- bribery/anti-corruption laws, statutes, rules or regulations of any country that may be applicable to Customer or to Allevi or its affiliates;

(ii) “Corrupt Payment” means: (a) the direct or indirect payment, promise, offer or authorization of anything of value to any government official to induce him or her to violate a lawful duty or improperly help the Customer and/or Allevi to obtain or retain business; (b) the direct or indirect payment, promise, offer or authorization of any illegal contributions relating to political activity in order to help the Customer and/or Allevi obtain or retain business; and (c) the payment, promise, offer or authorization of anything of value to any director, officer, employee or representative of any customer or supplier, to encourage the recipient to violate any lawful duty he or she owes to his or her employer.

(iii) The term “Government” means an agency, department, instrumentality, subdivision or other unit, organ or body of any national, state or local government, including hospitals, other health facilities, or educational institutions, which are owned or operated by a government, and including any secretariat, decentralized organization, regulatory agencies, and government- owned or controlled businesses, corporations, or societies.

(iv) The term “Government Official” means any officer or employee of a Government, at any level of Government, including any employee or official in the executive, legislative, or judicial branches, at the parliamentary level or its equivalent, or of an International Public Organization, or of a national or foreign political party or any person acting in an official capacity for or on behalf of such Government.

(d) Customer will undertake all commercially reasonable efforts to conduct due diligence in its business dealings sufficient to comply with this Section 14 regarding legal and regulatory compliance.

(e) Willful or negligent violation of the laws or regulations as discussed above shall be considered just cause for the immediate and unqualified cancellation of this Agreement by Allevi without any liability. Customer further agrees to immediately transmit to Allevi any information which may come to its attention concerning violation of such regulations by Customer’s customers.

(f) To verify compliance with this Section 14, Allevi shall have the right to audit Customer’s expenses and activities in relation to this Agreement and to request periodic reports as Allevi may deem appropriate in its sole discretion in relation to Customer’s expenses.

15. Waiver and Severability. If either party fails to perform an obligation under this Agreement, such nonperformance shall not affect the other party’s right to enforce performance at any time of any other obligation. Waiver of any remedy or breach of any subject matter contained in this Agreement shall not be viewed as a waiver of full compliance unless agreed by the parties in writing. Each provision of this Agreement is separate and independent of the other, and the unenforceability of any one provision will not affect the enforceability of any other. If any provision is held to be excessively broad or unenforceable, such provision shall be modified by the tribunal making such a holding so that it is enforceable to the fullest extent allowable by law.

16. Final Agreement. This Agreement (as defined above) represents the entire agreement and understanding between the parties with respect to its subject matter, and it supersedes any and all prior or contemporaneous discussions, agreements, and understandings relating to the issues addressed herein.

17. Amendments by Customer. Any modifications to this Agreement proposed by Customer must be in writing and be signed by a Allevi representative with full authority to bind Allevi in order for such proposed modifications to be accepted by and binding upon Allevi. For the avoidance of doubt, contractual terms and conditions on Customer’s standard purchase order submitted as an order of Product to Allevi shall not be binding upon Allevi unless expressly agreed to by Allevi in a signed writing.



18. **Cumulative Rights.** The rights and remedies provided in this Agreement are not exclusive, but are cumulative upon all other rights and remedies to the full extent allowed by law.

19. **Notices.** Any required notices to Customer will be delivered to the address listed in the applicable purchase order. Notices to Allevi shall be sent to:

Allevi, Inc.
3401 Grays Ferry Ave
Building 176, Room 103
Philadelphia, PA, 19146
United States of America

All notices shall be sent by prepaid registered or certified mail or overnight courier (e.g., UPS, FedEx, and the like).

20. **Termination.** Upon a material breach of this Agreement by Customer, in addition to all other rights and remedies available to it, Allevi may immediately terminate this Agreement and/or all licenses granted by it. The rights and obligations of the parties that by their nature survive the termination of the Agreement shall so survive such termination, and, for the avoidance of doubt, the parties' rights and obligations under Sections 1, 3, 4, 6, 8, 9, 10, 11, 12, 14, 15, 16, 18, 19, 20, and 21, as well as all disclaimers, releases, and limitations of liability included in the Product Warranty Information document attached hereto (but not including the warranties).

21. **Assignment.** Customer shall not assign or delegate any right, interest, obligation, or duty under this Agreement without the prior written approval of Allevi. Any attempted assignment or transfer, whether by merger, consolidation, operation of law, or otherwise, that is in contravention of this section shall be void at its inception. Allevi may assign or delegate any right, interest, obligation, or duty under this Agreement upon notice to Customer.

Product Warranty Information

1. **Limited Warranty and Warranty Periods.** Subject to the limitations set forth herein, Allevi, Inc. ("Allevi") warrants that the 3D bioprinter (the "Printer") and the related printer software ("Software") shall be free of defects in material and workmanship when used under normal conditions. The warranty begins at delivery and is given only to the original Customer of the Printer. The warranty period is twelve months. This limited warranty applies to all new and refurbished hardware, software, and bioinks sold or licensed by Allevi but excludes products sold or licensed by Allevi under its Beta program.

2. Allevi' Obligation under Limited Warranty.

- Printer (other than Software).** Allevi's liability for breach of warranty for the Printer (other than Software) is limited to Allevi's design or manufacture, and defective components will be repaired or replaced when the same are returned to Allevi in accordance with the procedures detailed herein. If the problem reported concerning the Printer is covered by this limited warranty and reported to Allevi within the applicable warranty period, Allevi will repair or replace the Printer at no charge for parts or labor. Allevi may repair or replace hardware components of the Printer (i) with equivalent products to the product being repaired or replaced but which may have been subject to prior use and (ii) with products containing remanufactured parts equivalent to new in performance or parts which may have been used. The decision as to whether to repair or replace the Printer is made by Allevi in its sole discretion. Where replacement takes place, the warranty remaining on the original product will be applied for the replacement product. Allevi is not obligated to repair and/or replace a Printer more than twice during the warranty period, as it may be extended.
- Software.** Allevi's sole obligation for Software that when properly installed and used does not substantially conform to the published specifications in effect when the Software is first shipped by Allevi, is to use commercially reasonable efforts to correct any reproducible material non-conformity (as determined by Allevi at its sole discretion) by providing Customer with: (a) telephone or e-mail access to report non-conformance so that Allevi can verify reproducibility; and (b) a software patch or bug-fix, if available, or a workaround to bypass the issue, if available.
- Air Compressor and Consumable Biomaterials.** Allevi's liability for the system's air compressor device and any consumable biomaterials, including bioinks, used in conjunction with the Printer system shall be limited to the warranty, if any, provided by the applicable vendor thereof.

3. What May Void Warranty. Allevi shall be relieved of any obligations under the foregoing limited warranty as to any items which:

- have not been properly maintained or cleaned in accordance with Allevi's recommended procedures and written instructions;
- have not been operated in accordance with Allevi's recommended procedures and written instructions;
- have been modified by persons other than Allevi (except when prior approval has been granted by Allevi);
- have been harmed by fire, flood or other acts of nature or have been exposed to moisture or electrical problems associated with incoming power or other acts not the fault of Allevi;
- have been improperly installed, misused, abused, neglected or damaged due to accident (including but not limited to transporting the Printer without the proper preparation and/or packaging);
- have incurred damage caused by another device, consumable or software used with the Printer not provided by Allevi; or
- have been altered or modified in any way (including but not limited to attempted repair without authorization from Allevi and/or alteration/removal of the serial number, if any).

4. Return Process (Printer other than Software). As a condition precedent to the above limited warranty, the Customer must:



- Obtain a return material authorization (RMA) from Allevi, which will include an RMA number that must be prominently displayed on the outside of the shipping container. Returns without an RMA number may be rejected by Allevi and immediately returned to Customer, freight collect.
- Ship the items being returned to Allevi together with a written description of the claimed defect.
- Pack the items being returned in the original packing carton or equivalent. Damage in transit is Customer's responsibility and may be cause to void the warranty claim.

5. Transportation Costs (Printer). Allevi will pay surface freight to return products or parts covered by this limited warranty. However, if Allevi determines in the exercise of its reasonable but sole discretion that the product or part returned for warranty service is not defective, or does not otherwise qualify for warranty service, Customer shall be liable for all costs of handling and transportation and the associated risk of handling.

6. Limitations.

THE PRINTER AND RELATED SOFTWARE AND AIR COMPRESSOR AND CONSUMABLE BIOMATERIALS, INCLUDING ANY SOFTWARE SOLUTION OR WARRANTY REPAIR, ARE BEING PROVIDED TO PURCHASER ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS, AND ALLEVI MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND, EXCEPT AS PROVIDED HEREIN, WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THAT ANY SOFTWARE SOLUTION OR WARRANTY REPAIR WILL MEET CUSTOMER'S REQUIREMENTS, THAT ANY SOFTWARE SOLUTION OR WARRANTY REPAIR WILL BE TIMELY, ACCURATE OR ERROR-FREE, OR THAT PRINTER HARDWARE OR SOFTWARE, WILL BE COMPATIBLE WITH FUTURE PRODUCTS OR SOFTWARE VERSIONS OR INTEROPERATE WITH THIRD PARTY HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PARTICULAR CUSTOMER.

ALLEVI DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF SECURITY VULNERABILITIES, OR THAT THE SOFTWARE WILL MEET CUSTOMERS'S PARTICULAR REQUIREMENTS. ALLEVI IS NOT RESPONSIBLE FOR DAMAGE TO OR DIRECT OR INDIRECT LOSS OF ANY SOFTWARE PROGRAMS, DATA OR REMOVABLE DATA STORAGE MEDIA, OR THE RESTORATION OR REINSTALLATION OF ANY SOFTWARE PROGRAMS OR DATA.

THE REMEDY SET FORTH ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS, AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO CUSTOMER AT LAW OR IN EQUITY.

ALLEVI SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS (DIRECT OR INDIRECT), DIMINUTION OF GOOD WILL, OR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH CUSTOMER PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO A PARTICULAR CUSTOMER.

THE ABOVE LIMITATIONS SHALL APPLY TO CUSTOMER AND ALL SUBSEQUENT TRANSFEREES OF ALL PRODUCTS AND SOFTWARE ORIGINALLY PROVIDED BY ALLEVI TO CUSTOMER.

7. Local Law. This limited warranty gives the Customer specific legal rights. The Customer may also have other rights dependent upon the jurisdiction in which the Customer is located and/or the use of the product. In addition, certain of the limitations above may not apply under local law. Anything that is inconsistent with Customer's local law shall be deemed deleted and to have never been a part of this limited warranty.

8. Extension of Warranty. The twelve-month expiration of this warranty may be extended for an additional twelve months, up to a total of 5 years coverage including the first, free year, upon mutual agreement of Allevi and Customer in exchange for payment of an additional fee of 10% of the Printer list price payable in advance. Extended warranty coverage must be purchased not later than 30 days after the delivery of the Printer to Purchaser.

9. Post-Warranty Repair Services. For service and repairs (i) after the warranty period or (ii) within the warranty period but excluded from the limited warranty, which in either case will be provided at Allevi's sole discretion, Purchaser will be billed for parts and labor at Allevi's then current rates with all shipping costs to and from Allevi's facility to be paid by Customer. Upon request, Allevi will not commence any repair work prior to providing a cost estimate.