



EQUIPMENT GRANT AGREEMENT

This Equipment Grant Agreement ("Agreement") contains the entire agreement between Stratasys, Inc., a Delaware corporation, with a place of business at 7665 Commerce Way, Eden Prairie, MN, 55344 ("STRATASYS") and William S. Hart Union High School District ("Recipient").

WHEREAS, Recipient is interested in receiving certain equipment and associated software, hardware and/or components for non-commercial use (the "Equipment") at certain place or places to be mutually agreed upon ("Location") in exchange for providing certain marketing, public announcements or promotional credit, as described on the attached Exhibit "A", and STRATASYS is interested in providing such Equipment to Recipient under this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Recipient agrees to accept delivery and installation for use at the Location. Recipient shall use only those consumables and other printing materials recommended as suitable by STRATASYS for use with the Equipment and must pay for any consumables used for the Equipment, not otherwise provided in Exhibit "A". Recipient agrees to make the Location ready for installation at a mutually agreed upon time. Recipient agrees to pay the shipping and handling charges for goods upon receipt of invoice, not otherwise provided in Exhibit "A".

2. Recipient shall have the nontransferable right to use the Equipment under this Agreement. STRATASYS hereby grants to Recipient a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license under this Agreement (unless and until terminated or revoked), to use all STRATASYS operating and application software incorporated in the Equipment for non-commercial use only.

3. The Equipment shall not be moved from the Location unless authorized in writing by STRATASYS; and shall be used solely in accordance with the Equipment's Instruction for Use and in accordance with applicable law. Recipient shall not make, and shall not allow others to make, inappropriate, illegal or commercial use of the Equipment.

4. Recipient assumes full responsibility for any and all loss or damage to the Equipment from any cause whatsoever. Recipient, at its sole expense, shall be responsible to insure the Equipment. Recipient, at its sole expense, shall be responsible to maintain the Equipment in good repair and condition. Recipient shall not make any modifications or adjustments to the Equipment without STRATASYS's prior written consent. Recipient shall install all printer software updates immediately upon their receipt from STRATASYS and to maintain them all in accordance with the instructions received from the Company in writing. Recipient shall allow STRATASYS access to the Equipment during normal working hours. Recipient shall assist STRATASYS, including through the provision of information, public announcements, statements or promotional credit, as set forth in this agreement.

5. The parties agree to work collaboratively and in good faith under this Agreement to share and develop positive and newsworthy information, images and anecdotes regarding the Equipment and Recipients use thereof. As may be more fully set forth in Exhibit "A", Recipient will provide opportunities as requested for STRATASYS to interview, record and/or photograph Recipient using the Equipment for STRATASYS news, social media releases, other digital uses, and/or other marketing collateral, promotions and events. Recipient will exert best efforts to obtain necessary waivers and releases from the necessary third parties as it relates to this clause. Such participation and cooperation shall not be unreasonably withheld, delayed or conditioned, subject to: (a) STRATASYS's agreement to provide at least seven (7) days' lead time for any interview request. STRATASYS is not agreeing to endorse any product or service and Recipient shall not state or imply that the STRATASYS or any of its organizational units or employees endorse any product or services. The Parties shall provide proposed press releases related to this Agreement to each other for review and comment at least three (3) business days before initial release. Any

party may disclose the title and as general nature of this Agreement to the public without the prior review of the other party.

6. Nothing in this Agreement shall be deemed or implied to create a joint venture or legal partnership of any kind between the parties. No party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.

7. Each party shall bear its own costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this Agreement. Except as may be specifically provided in this Agreement, nothing in this Agreement obligates either party to expend funds on behalf of the other party.

8. Recipient assumes full liability for, and agrees to indemnify, defend and hold harmless STRATASYS, its affiliates, agents, employees, offices and directors, from and against any and all liabilities, losses, damages, claims, actions, suits, costs and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against STRATASYS, its affiliates, agents, employees, officers and directors, in any way relating to or arising out of the possession, use, operation, maintenance or condition of the Equipment, except if and to the extent caused by the gross negligence or intentional misconduct of STRATASYS's employees.

9. Recipient hereby agrees that the software code provided by STRATASYS is confidential and agrees that it shall not directly or indirectly modify, enhance, adapt, translate, make improvements to, create derivative works based upon, disassemble, decompile, reverse engineer, reduce to any human or machine perceivable form or circumvent any technological measure that controls access to or permits derivation of the source code of the software of the Equipment. Recipient acknowledges that the software may be subject to additional terms and conditions set forth in executable or electronic license agreements, which shall control and govern all such licensed software use. Recipient also shall not create or attempt to create by reverse engineering or otherwise, the Equipment components, consumables, or manufacturing processes from Equipment provided.

10. LIMITATION OF WARRANTY AND REMEDIES. STRATASYS PROVIDES THE EQUIPMENT "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, STRATASYS SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR SIMILAR DAMAGES EVEN IF ADVISED OF SUCH POSSIBILITY. IN NO EVENT SHALL THE LIABILITY OF STRATASYS EXCEED THE VALUE OF STRATASYS CONTRIBUTION STATED IN EXHIBIT A, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, EXPRESS OR IMPLIED WARRANTY, TORT, PRODUCT OR OTHER STRICT LIABILITY, TRADE PRACTICES, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE..



STRATASYS shall not be liable for any claim by Recipient based on any third party claim. Any action against STRATASYS relating to this Agreement and/or the Equipment, must be brought within twelve (12) months of the last date on this Agreement.

11. Export Control. Recipient shall comply with all applicable laws, rules, and regulations with respect to, but not limited to, the use of the Equipment. In addition, Recipient expressly agrees to abide by all applicable foreign trade/export restrictions or similar rules as stated herein or referred to herein. Recipient shall not transfer, export or re-export any Equipment or any related technology except in full compliance with all applicable export controls administered by the United States of America, Canada, Israel and other countries, as well as any applicable import and use restrictions, which laws, regulations, controls and restrictions may change from time to time. Without limiting the generality of the foregoing, Recipient shall not transfer, export or re-export such items to anyone on the U.S. Treasury Department's list of Specially Designated Nationals; the U.S. Commerce Department's Denied Persons List or Entity List; or any lists maintained by the U.S. Office of Foreign Assets Control and the U.S. Department of Homeland Security, which lists may be revised from time to time, or for any use in chemical or biological weapons, sensitive nuclear end uses, missiles, etc. Recipient represents it is not located in, under control of, or a national or resident of any country on any such list. Recipient shall be solely responsible for determining compliance and obtaining all required approvals to facilitate the export of any products or technologies, including outside of the U.S., Canada or Israel, and STRATASYS shall be under no obligation to notify Recipient of any changes or updates to any laws, regulations, controls, restrictions or lists contemplated hereby. Recipient shall immediately inform STRATASYS of any trade/export restrictions, whether they are of E.U., U.S., Israel or other origin, which may impact STRATASYS' compliance with internationally respected legislation, rules, protocols, advice or recommendations relating to trade/export restrictions. For clarity, in the event of

any conflict between legislation of local origin and of U.S. origin, legislation of U.S. origin will prevail unless prohibited by mandatory legislation of local origin.

12. This Agreement or any rights or interests herein shall not be assigned, transferred or encumbered by Recipient without STRATASYS' prior written consent. Recipient shall not sell, transfer, assign, grant a license, lease the Equipment to any other third party. Subject to the foregoing, this Agreement shall benefit and be binding upon the parties, and their respective successors and permitted assigns.

13. This Agreement constitutes the entire agreement between the parties. This Agreement may only be waived or modified by written amendment signed by officers or other authorized representatives of Recipient and STRATASYS. In the event a court of law finds any provision of this Agreement void and unenforceable, the remaining provisions shall remain in full force and effect.

14. This Agreement shall be governed by and interpreted under the internal laws of the State of Minnesota, without regard to applicable conflicts of law principles. Recipient hereby irrevocably submits to the jurisdiction and venue of the applicable federal or state courts located in Hennepin County, Minnesota; agrees to commence any actions relating to this Agreement solely in such courts; and waives any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any such actions.

15. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. Facsimile or .pdf signatures on counterparts of this Agreement shall be deemed original signatures with all rights accruing thereto except in respect to any Non-US entity, whereby originals are required.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Recipient Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

STRATASYS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

- **Program Overview**

As part of its Corporate Social Responsibility program, STRATASYS endeavors to provide access and expand opportunities for use and development of 3D printing to have a direct and immediate impact on education and societal well-being. Towards this end, Recipient, STRATASYS and Paton Group have agreed to this MOU designed to allow Recipient to give access to active learning through 3D printing to students at the middle and high school level at William S. Hart Union High School District and Newhall School District in California. To encourage project-based learning activities using 3D printing to inspire youth and encourage real-world skill development that will ultimately serve local industry and shape lives.

Recipient seeks to better empower students solve real-world problems. In particular, Recipient is looking to provide new opportunities to educate its at-risk students on the latest technologies to best support college and career readiness. To explore methods for achieving this goal, we are collaborating with the Parties to launch a program to build skills and knowledge of Recipient students associated with rapid prototyping, including design thinking and additive manufacturing, to amplify the existing capacity of Recipient Career & Technical Education (CTE) and other elective programs.

Recipient's representatives shall undergo training on the printers' use and maintenance. Upon execution of this Agreement, Recipient undertakes to provide to STRATASYS the names of the appointed persons from the Organization who will be in charge of all the printers in their school building locations (hereinafter – the "printer officers"). Recipient undertakes not to replace the printer officers but subject to the prior written notice to Stratasys. In the event of such change, the Recipient replacement printer officer shall undergo the training required for the printers' operation and maintenance. In addition, insofar as one of the printer officers leaves the Recipient, Recipient shall appoint another printer officer in her or his stead who shall undergo the training required for the printers' operation and maintenance. Recipient shall immediately give the Stratasys written notice of any replacement of a printer officer.

Recipient agrees to participate in the following activities with STRATASYS:

- The Parties agree to work collaboratively and in good faith under this MOU, to produce four (4) Publicity Items on an annual basis.
- Recipient will make all efforts to provide images, pictures, video to support any media related items, as well as be available for media interviews.
 - Recipient will provide opportunities as reasonably requested for STRATASYS to interview, record and/or photograph Recipient users for STRATASYS news and/or social media releases. Such participation and cooperation shall not be unreasonably withheld, delayed or conditioned, subject to STRATASYS will provide at least three business (3) days' lead time for any interview request; and
- Use of Name; Press Releases. The Parties shall provide proposed press releases and blog posts related to this MOU to each other for review and comment at least five (5) business days before initial release. All releases or public statements by the Parties shall include a statement that this MOU giving appropriate attribution to the Stratasys Corporate Social Responsibility program, and include mention of the other two Parties in their communication.
- The Recipient team and the Stratasys and Paton Group implementation team will jointly develop standards and reporting for all program participants.
- STRATASYS is entitled to use the information of the activity report in its public communication – internally and externally. Any external communication will be submitted for Recipient's approval at least

three business (3) days prior to intended publicity date. The report shall include the following central clauses – and might include other clauses as required by the Stratasys:

- Plan / activity goals;
- Teacher training on computer-assisted design as well as use of the 3D printer (minimum of 6 hours on design and direct operation of the 3D printer);
- Student use of the printers (the quantity and type of models and parts printed, frequency of access);
- List of critical design and creation skills demonstrated by students (via observation) as they work with the printers;
- Clear examples of how teachers are integrating 3D printing into classroom assignments, in a planned and measurable format;
- Printer hours (how many working hours for each 3D printer);
- Extent of exposure to the activity of the printer and its products (models / parts);
- Extent of personal exposure (direct operation of the 3D printer);
- Quantity and type of models and parts printed;
- Designation of the models and parts printed;
- Type of assistance to the community and number of people who received help, support;
- Quality stills representing the variety of projects, according to classification and alongside text detailing the project / work (shall be sent to the Stratasys in PowerPoint format) and video clips (also of mobile telephone quality); and
- Matters for handling / attention.
- Recipient and STRATASYS agree to engage in the following:
 - Recipient will include up to five (5) STRATASYS employee volunteer Mentors – to visit schools to talk about 3D printing and engineering, work with STEAM programs etc. Any cost related to travel will be covered by STRATASYS. STRATASYS is under no obligation to provide such employee volunteer Mentors.
- STRATASYS will provide the following – for up to five mutually agreed locations:
 - **2 Mojo 3D Printers with 1yr. Comprehensive Pkg (P/N 690-10000) including:**
 - i. Start-up Supply Kit (included)
 - ii. One year warranty (included)
 - iii. Mojo Print Wizard Software (included)
 - **Mojo Education Material Pkg:**
 - i. 350-80108 Mojo Model QuickPack Print Engine (white) 2
 - ii. 350-80200 Mojo Support Quick Pack Print Engine x2
 - iii. 350-10000 Mojo Modleing Bases (case of 24) x4
 - iv. 570-10000 WaveWash 55 Support Cleaning System x2
 - v. 300-00104 Ecoworks Tables (case of 24)
 - **uPrint SE Plus GrabCAD Compatible 3D Printer 1yr. Comprehensive Pkg includes:**
 - i. 680-50600 uPrint SE Plus GrabCAD Compatible 3D Printer with one material by, model and support material carriers x3
 - ii. Start-up Supply Kit (included)
 - iii. One year warranty (included)
 - iv. CatalystEX software (site license) (included)
 - **uPrint SE Plus Education Material Pkg:**

345-42005	30	P430XL Model Spool Ivory (42 cu in/688 cc)
345-42207	9	SR-30XL Soluble Support Spool (42 cu in/688 cc)

340-00200	6	uPrint SE Modeling Bases 8x8 in (203x203 mm) - case 24
570-10006	3	SCA-1200 HT (100-120v) Support Cleaning Apparatus
300-00103	3	Ecoworks Tablets (case of 24)

- The Value of Stratasys contribution: \$85,000
- STRATASYS official Reseller partner, Paton Group will provide:
 - Initial printer installation, user training and first 12 months of warranty support, including maintenance service, at its own expense; and
 - Next 24 months of post-warranty maintenance service, subject to the Stratasys' then-current Standard Maintenance Services terms to be paid by Stratasys on behalf of HartUSD
 - Value of training and maintenance is \$500 per system; \$3000 total.
- The Object of the Contribution and Cooperation:
 - Demonstrate the value an integrated, coordinated 3D printing program can have within an education system;
 - Measure student engagement, STEAM career paths and impact on young students learning – before, during and after;
 - STRATASYS may engage a third-party to run efficacy study over a minimum of 2 full school years to follow students through job placement.
 - Activity report: Recipient shall send STRATASYS the activity report in accordance with the MOU hereto once a quarter on the last day of the relevant calendar quarter (March 31, June 30, September 30, December 31). The report shall present observations and findings around the 'Object of the Contribution and Cooperation' and is to be sent by a representative of the Recipient to STRATASYS at the address: jesse.roitenberg@stratasys.com and Arita Mattsoff at the address: csr@stratasys.com. As it relates to the activity report, no personal data will be shared by Recipient, only learning outcomes.
- Duration: Three years from the last date of installation of the printers.
- **Accordingly, it is agreed, warranted and provided between the Parties as follows:**
Recipient warrants, confirms and undertakes as follows:
 - Recipient agrees to abide by all of the terms of this Agreement.
 - Recipient is a public school system in the state of California and has the approvals required under state and U.S. Federal law.
 - There are no legal, contractual or other impediment to its entry into this MOU and the performance of all its provisions, and that its entry into this MOU with the STRATASYS does not constitute a breach of any of its obligations to any third parties.
 - It shall not sell, transfer, assign, grant a license, lease the printers, the services and/or the financial consideration to any other third party.