

## SAAM Terms of Service

Congratulations on your purchase of the SAAM Automated 3D Printer, shipped by Cincinnati Incorporated (CI). Each SAAM purchase comes with support according to the support plan indicated at time of purchase.

By utilizing a SAAM Support Plan, the Customer agrees to the following Terms of Service. These Terms of Service are effective as of February 12<sup>th</sup>, 2018.

### 1. Term

All SAAM Automated 3D Printers come with standard 90-day phone and web support. Extended phone and web coverage (Basic Support) may be purchased in 1-year increments. Extended service plans (Premium Support) of 1 or 2 years may only be purchased at the time of printer purchase. Please note: Premium Support coverage applies only to Customer Account Administrators.

### 2. Basic Support: Phone/Web Support and Remote Diagnosis

To ensure that the product is repaired as quickly and efficiently as possible, CI recommends the Customer first utilize support materials shipped with the product, product diagnostics, and information contained on CI NVBOTS' Support page.

If unsuccessful, the Customer Account Administrator can contact CI NVBOTS Support over the Web by clicking the "?Help" button on their Dashboard (only for customers utilizing CI's 3D Printer Management Software), via email at [nvbotssupport@e-ci.com](mailto:nvbotssupport@e-ci.com), or over the phone at 857-529-6397 ext 2. CI NVBOTS Support standard working hours are 9AM-5PM Eastern time.

The product contains features that enable CI to diagnose and repair problems remotely. CI may request that Customers allow such remote access to the product. Customers will provide appropriate assistance to Support personnel to resolve issues.

### 3. Premium Support Plans

Premium Support Plans include phone and web support as outlined in Section 2 of this Agreement.

Premium Support Plans will also include access to CI Team Viewer and Merged Reality Support, when available for the SAAM.

Premium Support Plans will additionally include coverage for component replacements; CI reserves the discretion to determine when components require replacement, and all replacements shall be subject to the limitations specified in Section 5 of this document.

CI will, under a Premium Support Plan, be obligated to ship replacement components to the Customer free of charge, FOB destination (domestic) or FOB port of entry (international).

Premium Support Plans will additionally include coverage for on-site labor (United States customers only). CI may send an authorized representative to the Customer site to diagnose and repair issues. CI reserves the discretion to determine when on-site labor is necessary to resolve an issue, and will normally not authorize more than two service visits annually. The Customer is responsible for performing part replacements for all other events.

#### **4. Modification**

This Agreement is subject to change at CI's discretion. CI also retains the right to modify this Agreement to comply with policy or laws governing terms of service issues in states or countries having specific remedies differing or additional to those described in this document.

Any modifications to this Agreement shall be posted at CI NVBOTS' Support page, and shall be effective as of the date indicated in the posted release notes. This will normally be 90 days after posting, but can be sooner or later at CI's discretion. All customers shall be subject to modifications to this Agreement, excluding customers whose purchase was made on or before November 30<sup>th</sup>, 2017, or customers with supplemental agreements with CI.

#### **5. CI Response Obligations**

CI will be obligated to respond, for any service specified in this Agreement, as soon as reasonably possible during standard working hours. Standard working hours are 9AM-5PM Eastern time, Monday-Friday excluding company holidays or service blackout periods.

Customers who have not purchased Basic or Premium Support may still contact CI with support requests; however, they are not expressly covered under this Agreement.

Customers not covered under a Premium Support Plan may purchase replacement components at list price (quoted by CI) or may request on-site labor, to be charged at the then-current CI rate for parts, labor and travel.

#### **6. Limitations**

##### **a. Exclusions for Component Replacements**

Component replacements made under Premium Support Plans shall not apply to the following components, except in cases of poor workmanship:

- Hot End Assembly
- Printing Surface
- Extruder

## **b. CI Cloud 3D Printer Management Software Material Developers**

If utilizing a Material Developer license with CI's Cloud 3D Printer Management Software, the Customer voids the following components from coverage under any support plan, premium or otherwise. CI will also not provide material calibration support for Developers:

- Hot End Assembly
- Extruder
- Printbed
- Printing Surface
- Part Removal Assembly (including the blade, removal motor and all components used to mount or move them)

## **c. Local Software Mode**

If operating the SAAM using any other software (for example, CI Octoprint) besides CI's Cloud 3D Printer Management Software, all Support Plan offerings other than phone and web support shall be voided and are non-refundable. Phone and web support shall still be available, but support for any other component or service is not expressly covered under this Agreement.

## **d. General Limitations**

CI shall not be obligated under this Agreement to:

- a) repair damage resulting from attempts by personnel other than CI representatives to install, repair or service the product unless directed by an CI representative,
- b) repair any damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment,
- c) repair damage, malfunction, or degradation of performance caused using any components or consumables not supplied by CI or certified for use with the product,
- d) repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
- e) perform user maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance

- and cleaning as prescribed in published product materials (e.g. failure to follow preventative maintenance requirements posted at CI NVBOTS' Support page),
- f) repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the product's documentation,
  - g) repair damage, malfunction, or degradation of performance resulting from Customer failure to properly prepare and transport the product,
  - h) repair damage, malfunction, or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war and riots,
  - i) install replacement items that are considered customer replaceable,
  - j) support software or hardware not supplied by CI.

## 7. Limitation of Liability

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PRODUCT IS AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE PARTS WARRANTY TERMS (SUBJECT TO THE LIMITATIONS SET FORTH THEREIN) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND CI AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND HARDWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CI DOES NOT WARRANT AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE PRODUCT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CI OR A CI AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

NOTWITHSTANDING ANYTHING IN TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL CI OR ITS LICENSORS (AS THIRD PARTY BENEFICIARIES) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF IT IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED IN CONTRACT, EXPRESS OR IMPLIED WARRANTY, TORT, EQUIPMENT OR OTHER STRICT

LIABILITY, TRADE PRACTICES, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

## 8. Assignment

Customer shall not assign this Agreement or any interest hereunder without CI's prior written consent. Any assignment in contravention of the foregoing shall be null and void.

## 9. Notices

All other notices shall be given in writing and shall be effective upon receipt. Notices to Customers shall be sent to the address shown in Customer's order and/or the email address associated with the applicable Customer NVCloud Administrator.

Notice to CI shall be emailed to [nvbotssupport@e-ci.com](mailto:nvbotssupport@e-ci.com), or mailed to:  
Cincinnati Incorporated, NVBOTS Business Unit Attn: Support  
12 Channel St Suite 601  
Marine Industrial Park  
Boston, MA 02210

## 10. Entire Agreement

This Agreement; all invoices, purchase agreements or other Order Forms concerning the purchased Services; the SAAM Parts Warranty terms; the CI 3D Printer Management Software end user license agreement; and the CI Order/Proposal Terms and Conditions constitute the entire Agreement between CI and the Customer. This Agreement is governed by the laws of the state of Ohio as they apply to agreements entered into and to be performed entirely within Ohio between Ohio residents, without regard to conflict of law provisions. This Agreement may not be modified except by written amendment signed by an authorized representative of each party.