

ATLANT 3D End-User License Agreement

The terms and conditions that follow set forth a legal agreement (“**Agreement**”) between you (either an individual or an entity), the end user, and ATLANT 3D ApS registered at Mårkærvej 2, 2630 Taastrup, Denmark with its CVR number - 40051171 (“**ATLANT 3D**”), applying any software provided by ATLANT 3D, including but not limited to DALP Pilot and DALP Designer (the “**Software**”). The term “Software” includes, and these terms and conditions also apply to, any updates or upgrades to the Software that you may receive from time to time under a subscription service or other support arrangement. **You may not load or use the Software in any computer or copy it without a license from ATLANT 3D. ATLANT 3D hereby offers you a non-exclusive license on the terms set out in this Agreement.** You should carefully read these terms and conditions BEFORE installing and using the Software. Installing or using the Software will constitute your irrevocable agreement to be bound by these terms and conditions. If you do not agree to these terms and conditions, promptly return the Software and, if applicable, the accompanying items (including written materials). This is a license agreement and not an agreement for sale.

1. **Grant of License.** Subject to the payment of fees elsewhere specified, ATLANT 3D grants to you a limited, nonexclusive, terminable, nontransferable license to use the Software and the printed and/or electronic user documentation accompanying the Software (the “**Documentation**”), during the Term (as defined in Section 5 below) and in accordance with the terms to be agreed between the parties in a written agreement referring to this Agreement (the “**Applicable Agreement**”), in accordance with this Agreement. This license permits you to use the Software solely on the Designated Equipment and not otherwise.

For the purpose of the Agreement, “**Designated Equipment**” shall mean the equipment designated by ATLANT 3D for the purpose of using the Software, including but not limited to the NANOFABRICATOR LITE.

2. **Ownership of the Software / Restrictions on Copying.** ATLANT 3D or its licensors own and will retain all copyright, trademark, trade secret and other proprietary rights in and to the Software and the Documentation. THE SOFTWARE AND THE DOCUMENTATION ARE PROTECTED BY COPYRIGHT LAWS AND OTHER INTELLECTUAL PROPERTY LAWS. You obtain only such rights as are specifically provided in this Agreement. You may not remove from the Software or the Documentation any copyright or other proprietary rights notice or any disclaimer, and you shall reproduce on all copies of the Software made in accordance with this Agreement, all such notices and disclaimers.
3. **Other Restrictions on Use.** This Agreement is your proof of license to exercise the rights granted herein and must be retained by you. You may not: (i) use any portion of the Software separately from or independently of the Software and other than for your normal business purposes; (ii) provide access to or use of the Software to any third party; (iii) sell, license, sublicense, transfer, assign, lease or rent (including via an application service provider (ASP) or timeshare arrangement) the Software or the license granted by this Agreement; (iv) make any copies (above the number of copies provided and/or authorized by ATLANT 3D), modify or make works derivative of the Software; (v) analyze for purposes competitive to ATLANT 3D, reverse engineer, decompile, disassemble, enhance, adapt, translate, make improvements to, 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 or any part thereof or otherwise attempt to discover the source code of the Software as it contains trade secrets of ATLANT 3D and its licensors; (vi) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Software. You shall use the Software solely for your own internal use, solely on the Designated Equipment, and shall not make the Software available for third parties and/or for timesharing, application service provider or

service bureau use. You shall comply with all applicable laws and regulations in your use of and access to the Software.

You agree not to, and you will not permit others to, (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit Product Software or make the Product and Product Software available to any third party, (b) copy or use the Product and Product Software for any purpose other than as permitted in Section 1, (c) use any portion of the Product and Product Software on any device or computer other than the Product that you own or control, (d) remove or alter any trademark, logo, copyright or, patent marking(s), other proprietary notices, legends, symbols or labels in the Product and Product Software, or (e) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Product and Product Software (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact ATLANT 3D Technologies and provide ATLANT 3D Technologies an opportunity to create such changes as are needed for interoperability purposes).

4. **Third Party Products.** You acknowledge that the Software uses and/or contains certain products and components, including which were developed and owned by third parties, which are not part of the license granted hereunder, and the use of which is governed by terms and conditions of such third parties which you would be obligated to accept and to which you would be bound. The list of third party programs is attached hereto as **Exhibit A**. You acknowledge that use or distribution of third party programs is subject, in all respects, to the applicable license terms of the applicable third party right holders.

ATLANT 3D warrants that it has obtained all necessary licenses for any third-party software embedded or distributed as part of the Product or Software. ATLANT 3D shall indemnify, defend, and hold harmless the End User from and against any loss, damages, or expenses (including reasonable attorneys' fees) arising from any claim that use of the Product or Software infringes the intellectual property rights of a third party, provided that such use is in accordance with this Agreement and not modified by the End User. End User agrees to comply with all third-party license terms as specified in the Documentation.

5. **Collection of Information.** ATLANT 3D may collect Technical Information (as such term is defined below) from the Designated Equipment, by means of remote connection to the Designated Equipment, or by means of extraction of Technical Information during regular service and maintenance visits, or by other means. Such Technical Information will be retained by ATLANT 3D according to ATLANT 3D GDPR Policy and European General Data Protection Regulation.

For the purpose of this Section 5, the term "**Technical Information**" shall mean information relating to the performance of the Designated Equipment, including without limitation the NANOFABRICATOR LITE, but in no event will Technical Information include details regarding the designs printed by the Designated Equipment.

6. **Term and Termination.** The license granted under Section 1 above will continue perpetually if you purchased a perpetual license to the Software, or until the expiration or termination of the term of the Applicable Agreement (the "**Term**"). Notwithstanding the foregoing, ATLANT 3D may terminate the license granted herein before the expiration of the Term: (i) immediately upon written notice to you for justified cause, including without limitation breach of any provision of Article 2 or 3 of the Agreement, or (ii) if you breach any other provision of this Agreement and fail to cure such breach within fifteen (15) days of notice thereof.

Immediately upon expiration or termination of this Agreement for any reason the following shall apply: (i) all rights granted to you hereunder shall immediately terminate and you shall forthwith cease using the Software, (ii) you will promptly return to ATLANT 3D or destroy all copies of the Software and Documentation covered by the license as instructed

by ATLANT 3D. The expiration or termination of this Agreement shall not relieve either party hereto of any obligation to pay any amount due as a result of any transaction prior to the date of expiration or termination and shall not affect any other rights or liabilities of the parties which may have accrued prior to the date of expiration or termination. The provisions of Articles 2, 3, 4, 5, 8 and 9 of this Agreement shall survive any termination of this Agreement.

7. **Responsibility for Selection and Use of Software.** You are responsible for the supervision, management and control of the use of the Software, and output of the Software, including, but not limited to: (i) selection of the Software to achieve your intended results; (ii) determining the appropriate uses of the Software and the output of the Software in your business; (iii) establishing adequate independent procedures for testing the accuracy of the Software and any output; and (iv) establishing adequate backup to prevent the loss of data in the event of a Software malfunction.
8. **Limited Warranty, Exceptions & Disclaimers.**
 - 8.1. **Limited Warranty.** ATLANT 3D warrants that during the limited warranty period detailed in the Applicable Agreement, the Software will be free of material defects in materials and workmanship and will perform substantially in accordance with the Documentation. ATLANT 3D also warrants that any services it provides from time to time will be performed in a workmanlike manner in accordance with reasonable commercial practice.
 - 8.2. **Warranty claim.** In respect of a valid warranty claim under Section 8.1 above, ATLANT 3D, as its sole obligation and as sole remedy hereunder shall make commercially reasonable efforts to resolve inconsistencies between the functionality of the Software and the Documentation.
 - 8.3. **Exceptions.** ATLANT 3D 's limited warranty is void if breach of the warranty has resulted from (i) accident, corruption, misuse or neglect of the Software; (ii) acts or omissions by someone other than ATLANT 3D; (iii) combination of the Software with products, material or software not provided by ATLANT 3D or not intended for combination with the Software; or (iv) failure by you to incorporate and use all updates to the Software available from ATLANT 3D. *ATLANT 3D does not warrant that the Software or service will meet your requirements or that the operation of the Software will be uninterrupted or error free or that any internet tool or service will be completely secure.*
 - 8.4. **Limitations on warranties.** The express warranty set forth in this article 8 is the only warranty given by ATLANT 3D with respect to the software and documentation furnished hereunder and any service supplied from time to time; ATLANT 3D and its licensors, suppliers and affiliates, to the maximum extent permitted by applicable law, make no other warranties, express, implied or arising by custom or trade usage, and specifically disclaim the warranties of merchantability, fitness for a particular purpose, title and non infringement with respect to the software and documentation. In no event may you bring any claim, action or proceeding arising out of the warranty set forth in this article 8 more than one (1) year after the date on which the breach of warranty occurred.
 - 8.5. **Limitations on liability.** Except as required under local law, the liability of ATLANT 3D and its licensors, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with the software or documentation furnished hereunder and any service supplied from time to time shall not exceed the license fee you paid for the software (if any) during the twelve (12) months preceding the circumstances first giving rise to the claim of liability. In no event shall ATLANT 3D or its licensors be liable for special, indirect, incidental, punitive or consequential damages (including without limitation damages resulting from loss of use, loss of data, loss of profits, loss

of goodwill or loss of business) arising out of or in connection with the use of or inability to use the software or documentation furnished hereunder and any service supplied from time to time, even if ATLANT 3D or its licensors have been advised of the possibility of such damages. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above may not apply to you. In such jurisdictions, liability is limited to the fullest extent permitted by law.

The provisions of this section **8** allocate the risk under this agreement between you and ATLANT 3D, and you hereby acknowledge that ATLANT 3D have relied upon the limitations set forth in this section **8** in determining whether to enter into this agreement.

9. **Confidentiality.** You acknowledge that the Software is confidential and proprietary to ATLANT 3D and that the Software contains valuable trade secrets of ATLANT 3D. You agree to hold all confidential or proprietary information (including, without limitation the Software, technology, ideas, know-how, processes, specifications, technical data, configurations, algorithms and trade secrets) which is disclosed by ATLANT 3D (collectively, "**Confidential Information**") in strictest confidence, and agree not to use any Confidential Information for any purpose other than to use the Software and the Documentation.

10. **General Provisions.**

- 10.1. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect.
- 10.2. **Governing Law.** The terms of this Agreement shall be exclusively governed by and construed under the laws of Denmark without reference to its International Private Law. The competent court in Copenhagen, Denmark shall have sole and exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement.
- 10.3. **No Assignment.** You may not assign or otherwise transfer any of your rights or obligations under this Agreement to any third party without the prior written consent of ATLANT 3D. Failure by a party to enforce any provisions of this Agreement at any time shall in no manner affect the right of that party at a later time to enforce any provision of this Agreement.
- 10.4. **No Implied License.** No implied, estoppel or otherwise, license or rights are granted under this Agreement. All rights in the Software and the Documentation, save for those expressly granted hereunder, shall remain with ATLANT 3D.
- 10.5. **Export Control.** You acknowledge that the Software may be subject to export control restrictions under applicable law. You undertake to fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the Software and the Documentation.
- 10.6. **U.S. Government restricted rights notice.** The Software is may be considered "commercial items" as such term is defined in 48 C.F.R. 2.101 (October 1995), consisting of "commercial computer software" as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users shall be granted a license to the Software with the rights set forth herein. Developer of the Software is Nano-Dimension Technologies Ltd. 2 Ilan Ramon St. Ness-Ziona Science Park, Ness Ziona, Israel 7403635.

- 10.7. **Amendment.** ATLANT 3D reserves the right at any time to modify the terms of this Agreement. Any such modification will be effective immediately upon posting the amended terms and conditions on ATLANT 3D 's website. Your continued use of the Software after the posting the amended terms and conditions on ATLANT 3D 's website, will be deemed acceptance of amended terms and conditions.
- 10.8. **Entire Agreement.** You further agree that this Agreement is the complete and exclusive statement of your agreement with ATLANT 3D relating to the Software and subscription service and supersedes any other agreement, oral or written, or any other communications between you and ATLANT 3D relating to the Software and Documentation; provided, however, that this Agreement shall not supersede the terms of any signed agreement between you and ATLANT 3D relating to the Software and Documentation and specifically refers to this Agreement.

ATLANT 3D – 3rd Party Software

Library name	Version	Purpose	License Type	License URL	Copyright notice
Beckhoff	V6.1.244	PLC Os (running on Windows)			NA
TwinCAT	V6.1.244	PLC communication client	MIT	https://github.com/Beckhoff/ADS/blob/master/LICENSE	Copyright (c) 2015 Beckhoff Automation GmbH & Co. KG
Unity	V2022.3	Run-time UI and visualisation		https://unity.com/legal/terms-of-service	Copyright © 2025 Unity Technologies
JpegLibrary	V0.4.32	video encoding,	MIT	https://github.com/yigolden/JpegLibrary/blob/main/LICENSE	Copyright (c) 2019-2021 yigolden
Nuget for Unity	V4.2.0	Package manager	MIT	https://licenses.nuget.org/MIT	Copyright (c) 2018 Patrick McCarthy
Newtonsoft	V3.20	JSON Parser	MIT	https://docs.unity3d.com/Packages/com.unity.nuget.newtonsoft-json@3.2/license/Third%20Party%20Notices.html	Copyright (c) 2007 James Newton-King
Intel OneAPI MKL	V2024.2	FFT for spectrometer	ISSL	https://www.intel.com/content/www/us/en/developer/articles/license/end-user-license-agreement.html	NA
Eigen	V3	Curve fitting for spectrometer	Mozilla	http://www.mozilla.org/MPL/2.0/	NA
Numerics	V5.0.0	Gcode time prediction code	MIT	https://github.com/mathnet/mathnet-numerics/blob/master/LICENSE.md	Copyright (c) 2002-2022 Math.NET

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NetDXF	V3.0	DXF CAD import	MIT	https://github.com/haplokuon/netDxf/blob/master/LICENSE	Copyright (c) 2019-2023 Daniel Carvajal (haplokuon@gmail.com)
E2Chart	V3.3	Charts in desktop applications	Unity Asset Store	https://unity.com/legal/as-terms	Copyright © 2025 Unity Technologies
UINodeConnect	V4.0	Feature graph visualisation in Designer software	Unity Asset Store	https://unity.com/legal/as-terms	Copyright © 2025 Unity Technologies
StandaloneFileBrowser	-	File selection dialogs in desktop applications	MIT	https://github.com/gkngkc/UnityStandaloneFileBrowser/blob/master/LICENSE.txt	Copyright (c) 2017 Gökhan Gökçe