

Joint Development Foundation

3mF Consortium Associate Agreement

This Associate Agreement (“Agreement”) is entered into between the **Joint Development Foundation Projects, LLC, 3MF Series (“3MF Consortium”)**, and the Associate.

1. Project. 3MF Consortium
2. Working Group. 3MF Specification Working
3. Associate Benefits. Associate benefits are set forth in in Exhibit A, as may be modified by the Project upon 90 days’ written notice to Associate.
4. Fees. \$1000 for per year, subject to change during subsequent terms upon at least 90 days’ notice prior to expiration of the then current term.
5. Intellectual Property. Associates agree to the intellectual property terms set forth in Exhibit B.
6. Withdrawal and Termination.
 - 6.1. Term. The term of this Agreement is 1 year from the date this Agreement is countersigned by the Project and the Project receives full payment of fees due (if applicable). Upon the expiration of any term, this Agreement will automatically renew for successive 1 year periods unless a party provides the other parties with notice of its intent not to renew this Agreement at least 30 days prior to the expiration of the then current term.
 - 6.2. Termination by Project. The Project may terminate this Agreement in the event that a material breach of the Agreement by Associate, if such breach is not remedied to Project’s satisfaction by Associate within 30 days of receiving written notification from Project.
 - 6.3. Termination by Associate. Associate may terminate this Agreement at any time upon giving written notice to the Project. The effective termination date is the date on which the Project receives that written notice. No refunds will be provided.
 - 6.4. Effect of Withdrawal or Termination. Upon the termination of this Agreement, all existing intellectual property commitments and obligations under this Agreement, up to the effective date of withdrawal or termination will remain in effect, but no new intellectual property obligations will be incurred.
7. Representations, Warranties and Disclaimers. Associate represents and warrants that it is legally entitled to grant the rights and promises set forth in this agreement. " The entire risk as to implementing or otherwise using a Draft Deliverable or Final Deliverable is assumed by the implementer and user. Except as stated herein, Project members expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the material. IN NO EVENT WILL THE PROJECT OR ANY PROJECT MEMBER BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
8. Use of Marks. The Project may use Associate’s logo, trademark or service mark to identify Associate’s status as a Project Associate. The Project will use commercially reasonable efforts to abide by Associate’s trademark guideline policies within 60 days of the Project’s receipt of those guidelines from Associate. Associate may use the Project’s logo, trademark or service mark to identify Associate’s status as a Project Associate in accordance with the Project’s trademark guideline policies, if made available by the Project. Other uses of the Project’s logo, trademark or service mark are subject the Project’s prior written approval.
9. Non-Confidential, Restricted Disclosure. Information disclosed by the Project under this Agreement is not confidential, regardless of any markings or statements to the contrary. Notwithstanding the foregoing, Associates may not make any public disclosures of that information without the approval of the Project Executive Director authorizing that disclosure.
10. Regulatory Intent. The Project members and Associates acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their respective representatives act in a manner that does not

violate any applicable antitrust laws and regulations. Each party may have similar agreements with others. Each Project member and Associate may design, develop, manufacture, acquire or market competitive deliverables, products and services, and conduct its business, in whatever way it chooses. No Project member or Associate is obligated to announce or market any products or services. Without limiting the generality of the foregoing, the Project members and Associates agree not to have any discussion relating to any product pricing, methods or channels of product distribution, division of markets, allocation of customers or any other topic that should not be discussed among competitors.

11. Definitions.

- 11.1. "Associate" means a party that has signed an Associate Agreement for the Working Group identified in Section 2, and that party's Affiliates.
- 11.2. "Affiliate" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control of that party.
- 11.3. "Control" means direct or indirect control of more than 50% of the voting stock or decision-making authority.
- 11.4. "Draft Deliverable" means all versions of a document (except a Final Deliverable) developed by the Working Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Final Deliverable.
- 11.5. "Final Deliverable" means the final version and contents of any Draft Deliverable approved by the Project as a Final Deliverable.
- 11.6. "Project" means the name of the Project set forth in Section 1 that is established under a Joint Development Foundation Project Charter.
- 11.7. "Working Group" means the name of the Working Group set forth in Section 2 that is established under the Project.

Joint Development Foundation Projects, LLC, 3MF Series

<i>Signature:</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	

Associate

<i>Signature</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	

Exhibit A

Associate Benefits include:

- Early access to specs proposed final specs
- Private forum
- Associate may participate in Project compliance, certification, and logo/trademark usage programs upon the Project's adoption of such programs and logo programs.
- Periodic news updates
- Publically promote the use the 3MF
 - Showcase events.

Exhibit B

Copyright and Patent

1. Feedback. The 3MF Consortium 3MF Specification Working Group is developing the 3MF file format (the “Materials”). The 3MF Consortium would like to receive input, suggestions and other feedback (“Feedback”) on the Materials. By signing below, you (on behalf of yourself if you are an individual and your company if you are providing Feedback on behalf of the company) grant the Companies under all applicable intellectual property rights owned or Controlled by you or your company a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit Feedback you provide for the purpose of developing and promoting the Materials and in connection with any product that implements and complies with the Materials. You warrant to the best of your knowledge that you have rights to provide this Feedback, and if you are providing Feedback on behalf of a company, you warrant that you have the rights to provide Feedback on behalf of your company. You also acknowledge that the 3MF Consortium is not required to incorporate your Feedback into any version of the Materials. By signing below you further agree that you and your company will not disclose it or distribute drafts of the Materials to third parties. Unless the parties agree otherwise, this obligation of non-disclosure will expire five (5) years from the date the material was disclosed to you. In addition, you grant a license to any source code you provide under this Agreement under the BSD 2-Clause License.
2. Patent Licensing Commitments.
 - 2.1. Licensing Commitment. Each Associate agrees that it will offer to all applicants a royalty free, nonexclusive, worldwide, non-sub licensable, perpetual patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute conformant implementations of all Final Deliverables adopted by the Working Group only to the extent it implements the Final Deliverable and so long as all required portions of the Final Deliverable are implemented.
 - 2.2. Exclusion. Within 30 days of initial publication of publication of any Final Deliverable, an Associate may exclude Necessary Claims from its licensing commitments under this Agreement 1) by terminating this Agreement in writing, and 2) by providing written notice of that intent to the Working Group chair (“Exclusion Notice”). The Exclusion Notice for issued patents and published applications must include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that the Associate wishes to exclude from this royalty-free licensing commitment. If an issued patent or pending patent application that may contain Necessary Claims is not set forth in the Exclusion Notice, those Necessary Claims shall continue to be subject to the licensing comments under this Agreement. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Final Deliverable whose implementation makes the excluded claim a Necessary Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Final Deliverable. The Executive Director will publish Exclusion Notices.
 - 2.3. “Necessary Claims” means claims of a patent or patent applications, other than design patents and design registrations, that are: (i) owned or Controlled by an Associate now or at any future time; and (ii) are infringed by implementation of the normative portions, including the normative elements of optional portions, of applicable Final Deliverable, where that infringement cannot be avoided by another technically reasonable non-infringing alternative for implementing that Final Deliverable. Necessary Claims do not include any claims: (a) that read solely on an implementation example included in that Final Deliverable; (b) other than those claims set forth above, even if contained in the same patent as Necessary Claims; (c) that are infringed by any enabling technologies that may be necessary to make or use any product or portion thereof that complies with that Final Deliverable, but are not themselves expressly set forth in that Final Deliverable; (d) that are infringed by the implementation of other technologies developed elsewhere but referred to in the body of that Final Deliverable; (e) that are infringed by any portions of any product and any combinations thereof the purpose or function of which is not required for conformance with the applicable Final Deliverable; or (f) that are infringed by any software code set out in that Final Deliverable for purposes of illustration, sample implementation, or reference.