

ARC IMPACT SOFTWARE END USER LICENSE AGREEMENT

Last updated: July 22, 2026

PLEASE READ THIS ARC IMPACT ACQUISITION CORPORATION ("ARC IMPACT") SOFTWARE END USER LICENSE AGREEMENT (the "EULA") CAREFULLY. THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) ("LICENSEE" OR "YOU") AND ARC IMPACT, INC. ("ARC IMPACT") FOR USE OF ARC IMPACT SOFTWARE. YOU MUST REVIEW AND EITHER ACCEPT OR REJECT THE TERMS OF THIS EULA BEFORE ACCESSING OR USING THE SOFTWARE. BY EXECUTING THIS EULA, CLICKING THE "I ACCEPT" BUTTON, ACCESSING OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS EULA, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. THIS EULA IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND, ON WHOSE BEHALF, IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT USE THE SOFTWARE. YOU AND ARC IMPACT ACKNOWLEDGE AND AGREE THAT THIS EULA SHALL APPLY TO ALL ARC IMPACT SOFTWARE WHETHER IT IS DEPLOYED ON-SITE OR IS PROVIDED ON A HOSTED BASIS BY ARC IMPACT OR ITS AUTHORIZED AGENTS.

If the Licensed Software (as defined below) has been licensed by another party for your use (e.g., your employer or an individual or company with which you conduct business), your right to use the Licensed Software and to obtain any related services is subject to the terms and conditions of the agreement(s) between Arc Impact and the other party, whether the other party has agreed to the terms of this EULA or to the terms of a separate, written agreement. If, however, you have entered into a separate agreement with Arc Impact on your own behalf permitting you to use the Licensed Software, that agreement, rather than this EULA, will govern your use of the Licensed Software.

1. Definitions. For purposes of this EULA, the following capitalized terms shall have the meanings set forth below. Other capitalized terms are defined in context:

1.1 "Documentation" means user manuals and related materials (such as, for example, Help screens) provided by Arc Impact that describe the use, functionality, and other characteristics of the Licensed Software. Where Arc Impact has not yet made formal Documentation available, the term

"Documentation" shall refer to functions, features, and uses of the Licensed Software that are apparent to a reasonable lay user of the Licensed Software.

1.2 "End User(s)" means Licensee and any Person authorized by Licensee to use the Licensed Software.

1.3 "Intellectual Property Rights" shall mean current and future worldwide rights of a legal person or entity in, to or arising out of: (a) any United States, international or foreign patent or any application therefor, including any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) invention (regardless of whether patentable in any country), invention disclosure, improvement, trade secret, proprietary information, know-how, technology or other technical data; (c) copyright, copyright registration, mask work, mask work registration trade secret, trademark, moral rights and other similar rights or any application for any of the foregoing in the United States or any foreign country, or any other rights corresponding to any of the foregoing throughout the world.

1.4 "Licensed Software" means (i) the Arc Impact Software (as set forth on the applicable Order Form (if any), and (ii) Third Party Software (if any) provided by Arc Impact for use in connection with the Arc Impact Software.

1.5 "Order Form(s)" means the order summary (if any) provided by Arc Impact and accepted by Licensee at the time of purchase, evidencing your initial purchase of a license to the Licensed Software, plus any subsequent Order Forms submitted online or in written form, in each case specifying, among other things, the number of End Users, the applicable fees, and the term of the agreement. Each Order Form is incorporated into, and therefore is a part of, this EULA.

1.6 "Person" means any corporation, business entity, natural person, firm, joint venture, limited or general partnership, limited liability entity, limited liability partnership, trust, unincorporated organization, association, government, or any department or agency of any government.

1.7 "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier.

1.8 "Release" means each issuance of the Arc Impact Software identified by the numeral to the

left of the decimal point (e.g., 3.0), as determined by Arc Impact.

1.9 "Software" (or "Arc Impact Software") means Arc Impact's proprietary software for interfacing with Arc Impact's printers. The term "Software" includes Releases and Versions that may be made available to Licensee under this EULA, as well as any Error Corrections.

1.10 "Source Code" shall mean computer programs, instructions and related material written in a human-readable source language in a form capable of serving as the input to a compiler or assembler program, and in form capable of being modified, supported and enhanced by programmers reasonably familiar with the source language.

1.11 "Third Party Software" means software components developed or licensed by a Person other than Arc Impact or Licensee (if any) for use in connection with the Licensed Software.

1.12 "Version" means an issuance of the Software made available to Licensee, at Arc Impact's discretion, with or without additional charge. A Version is identified by the numeral to the right of the decimal point (e.g., 3.1), as determined by Arc Impact.

2. Licensed Rights

2.1 Grant of Rights from Arc Impact in Licensed Software. Subject to the terms and conditions of this EULA and during the Term (as defined below), Arc Impact grants to Licensee a limited, worldwide, non-exclusive, non-sublicensable, and non-transferable license, under Arc Impact's Intellectual Property Rights, to access, execute, display, perform, and otherwise use the Licensed Software in object code format for all purposes permitted in the Documentation solely for the Term (as defined in Section 4 below) and number of End Users set forth on your Order Form (if applicable). Licensee shall be entitled to make one (1) copy of the Licensed Software, solely for non-production archival or backup purposes.

2.2 Grant of Rights from Arc Impact in Arc Impact Documentation. Subject to the terms and conditions of this EULA and during the Term, Arc Impact grants to Licensee a limited, worldwide, non-exclusive, non-sublicensable, and non-transferable license, under Arc Impact's Intellectual Property Rights, to use, copy, distribute, or display the Arc Impact Documentation for use in conjunction with the rights granted in Section 2.1.

2.3 Grant of Rights from Arc Impact in Third Party Software and Documentation. Arc Impact represents that (i) it has sufficient rights to Third Party Software and Documentation to grant the rights set out in Section 2.1 (Grant of Rights from Arc Impact in Licensed Software); and (ii) such rights authorize Licensee to use such Third-Party Software for the purposes permitted in the Documentation.

2.4 Ownership; No Implied Licenses. Licensee acknowledges that the Licensed Software and all Intellectual Property Rights embodied in the Licensed Software (as it may be updated, enhanced or otherwise modified by Arc Impact) are and will remain the property of Arc Impact and its licensors. Licensee will have no right, title or interest in or to the Licensed Software, except those rights expressly granted to Licensee by Arc Impact pursuant to this EULA. There shall be no licenses or rights implied under this EULA, based on any course of conduct, or other construction or interpretation thereof. All rights and licenses not expressly granted are reserved by Arc Impact.

2.5 Open-Source Software. To the extent open-source software ("OSS") is provided or otherwise utilized in conjunction with the Licensed Software, Arc Impact will provide access to the Source Code for the OSS to Licensee upon request, in accordance with the applicable OSS license. Certain provisions of such OSS licenses are required to be included in any distribution of such OSS. Licensee is agreeing to those terms set out in the text files accompanying the Licensed Software when Licensee uses the Licensed Software (such licenses are incorporated by reference). Any such OSS is provided with the rights set forth in the applicable OSS license terms and is provided "AS IS" with no warranties. Such OSS license terms do not apply to the Licensed Software as a whole, and do not apply to the proprietary Software owned by Arc Impact.

2.6 Feedback and Requests. If End User provides suggestions, ideas, feature requests, feedback, recommendations or other information relating to the Licensed Software ("Licensee Feedback"), Arc Impact shall be free to employ and use such Feedback in its business for all purposes without obligation to Licensee (or, where applicable, to an End User), including without payment obligation.

3. Restrictions on Use. The rights granted in Section 2 (Licensed Rights) are subject to the following restrictions:

3.1.1 No Copying or Modification. Licensee shall not copy, modify, or create any derivative work from the Licensed Software or Documentation.

3.1.2 No Reverse Engineering. Licensee shall not reverse engineer, decompile, disassemble, or otherwise seek to discover the Source Code of the Licensed Software or Documentation.

3.1.3 No Circumvention. Licensee shall not modify, disable, circumvent, avoid, bypass, remove, deactivate, impair or otherwise interfere with features of the Licensed Software that enforce license restrictions or limits.

3.1.4 No Transfer. Licensee shall not redistribute, encumber, sell, rent, lease, sublicense, or use the Licensed Software or Documentation directly or indirectly to provide any networking, hosting, commercial time-sharing, or rental use, nor for any other service for any or other person, or otherwise transfer or attempt to transfer rights to the Licensed Software or Documentation.

3.1.5 Intellectual Property Notices. Licensee will preserve any Intellectual Property Rights notices (including copyright notices) associated with the Licensed Software and Documentation and will not modify, obfuscate or remove such notices in any manner.

3.1.6 No Unauthorized Use. The Licensed Software activation key(s) and/or user account(s) (if any) is intended solely for your use. You are solely responsible for maintaining the confidentiality and security of your activation key(s) and/or user account(s) (if any). You are solely responsible and liable for any and all use of your activation key(s) and/or user account(s) (if any) and for activities that occur on or through your activation key(s) and/or user account(s) (if any). You agree to notify Arc Impact immediately about any unauthorized access to, or use of, any of your activation key(s) and/or user account(s) (if any).

3.1.7 Compliance with Law. Licensee will not use the Licensed Software in connection with the infringement of the intellectual property of any other person or entity, nor will Licensee use the Licensed Software in connection with the violation of any law or regulation, including the printing of any item that violates a law or regulation or is used to violate any law or regulation. Licensee acknowledges that the Arc Impact Software is not designed or intended for use in any hazardous environment requiring fail-safe performance or operation in which the failure of the Arc Impact Software could lead to death, personal injury, or property damage, including without limitation the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems (or the on-line control of equipment in any such environment.) Licensee hereby agrees that it will not use the Arc Impact Software in such environments.

3.2 Usage Verification. At Arc Impact's request, but not more frequently than twice annually, Licensee shall furnish Arc Impact with a document signed by Licensee's authorized representative verifying Licensee's usage of the Software. Licensee will permit Arc Impact to review Licensee's installation and use of the Software for compliance with the terms of this EULA. Any reviews shall be scheduled at least seven (7) days in advance, shall be conducted during normal business hours at Licensee's facilities, and shall not unreasonably interfere with Licensee's business activities. If Licensee's use of the Licensed Software is found to be greater than contracted for, Arc Impact will invoice Licensee for the additional reasonable costs of conducting the audit.

4. Term and Termination. The term of this EULA shall be as set forth in your Order Form(s) (the "Term") unless you and Arc Impact enter into a new agreement that entirely replaces this EULA or unless Arc Impact terminates this EULA as provided herein. Without prejudice to any other rights, Arc Impact may terminate this EULA if you fail to comply with its terms and conditions. If Arc Impact terminates this EULA and, in any event, upon expiration of the term set forth in your Order Form(s), (i) you must immediately stop using the Licensed Software and destroy all copies of the Licensed Software, and (ii) Arc Impact will have no further obligation to provide any services being provided to you or any End Users as of the termination date. The parties' respective rights and obligations under Sections 2.4 (Ownership; No Implied Licenses), 3 (Restrictions on Use), 10 (Disclaimer), 10.2 (Exclusion of Damages and Limitation of Liability), and Section 12 (General) will survive the termination of this EULA.

5. Other Services and Support. For the avoidance of doubt, Licensee acknowledges that this EULA does not include installation support, maintenance, training, or any services other than those expressly set out in this EULA. Arc Impact is available to consider the provision of such services, upon mutual written agreement as to scope, resource commitments, pricing, and other material terms.

6. Confidentiality. "Confidential Information" means this EULA, Software, trade secrets, know-how and any proprietary tools, proprietary knowledge or proprietary methodologies of Arc Impact (the "Disclosing Party") not generally available to the public, to which Licensee (the "Receiving Party") may gain access or knowledge as a result of this EULA. The Receiving Party shall keep such Confidential Information confidential and shall use commercially reasonable efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication,

disclosure, or distribution except as specifically authorized by this EULA. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights.

7. Privacy & Security. In order to ensure the proper functioning and authorized use of the Licensed Software, and to provide support, Licensee may provide, and Arc Impact may collect, from Licensee and End Users Personal Information. Arc Impact will use Personal Information only in accordance with applicable laws and regulations.

8. Consent to Use of Data.

8.1 Licensee may, on a periodic basis, submit or enter into the Licensed Software design files and models (“Design Data”). Licensee retains all right, title and interest in and to the Design Data. Subject to the foregoing, Licensee hereby grants to Arc Impact a non-exclusive, non-transferable right and license to access and use the Design Data for the limited purposes of performing Arc Impact’s obligations under this Agreement in connection with the Licensed Software and Services. As further described in Arc Impact’s Privacy Policy, which is located on the Policies Page, Arc Impact will implement and maintain reasonable and appropriate technical and organizational measures designed to protect Design Data against unauthorized access, accidental loss or damage, and unauthorized destruction. Licensee acknowledges and agrees that Arc Impact has no obligation to back-up or retain Design Data, nor will Arc Impact have any liability for any loss or corruption of Design Data.

8.2 Licensee agrees that Arc Impact may, on a periodic basis, collect or receive data from or through the Licensed Software or Services, including information identifying a product’s status (such as operation details or logs about any function being performed or consumables usage) and aspects of the product’s environment that may affect its operations (all such data, collectively, “Operation Data”). Arc Impact retains all right, title and interest in and to the Operation Data. In addition, in some cases, Buyer’s use of the Licensed Software to create work product may involve the use or incorporation of, or Arc Impact may otherwise make available to Licensee in connection with the Licensed Software or Services, certain proprietary Arc Impact methods, processes, manufacturing techniques, designs, specifications, and other Arc Impact inputs (“Arc Impact Inputs”). Arc Impact retains all right, title and interest in and to the Arc Impact Inputs.

Subject to the foregoing, Arc Impact hereby grants Buyer a non-exclusive, non-transferable right and license to access and use the Arc Impact Inputs solely to create and as incorporated into the work product for which such Arc Impact Inputs were provided or made available by Arc Impact under this Agreement.

8.3 Licensee agrees that Arc Impact may collect and use technical data and related information, including but not limited to, technical information about Licensee's use of the Licensed Software. This information is gathered periodically to facilitate the provision of Licensed Software updates, product support, and other services to Licensee (if any) relating to the Licensed Software. Arc Impact may use this information to improve its products, services, or technologies provided to Licensee, as long as it is in a form that does not contain any of your or the Licensee's Personal Information.

9. Indemnity. Licensee shall defend, indemnify, and hold harmless Arc Impact, and its officers, directors, contractors, agents, and employees ("Indemnitees") against claims brought against the Indemnitees by any third party arising from or related to: (a) any use of the Licensed Software in violation of this EULA or any applicable law or regulation; and (b) any tangible or intangible item created using or in connection with the Licensed Software. The foregoing shall apply regardless of whether such damage is caused by the conduct of Licensee and/or its End Users or by the conduct of a third-party using Licensee's access credentials.

10. DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR USE OF THE LICENSED SOFTWARE IS AT YOUR SOLE RISK AND THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." ARC IMPACT HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON- INFRINGEMENT OF THIRD-PARTY RIGHTS.

10.1 BETA PROGRAMS. LICENSEE ACKNOWLEDGES AND AGREES THAT THE ARC IMPACT SOFTWARE USED IN ANY BETA PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

10.2 EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ARC IMPACT NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR LICENSORS (EACH, A "RELEASED PARTY"), WILL HAVE ANY LIABILITY TO LICENSEE OR ANY END USERS FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC ADVANTAGE, OR LOSS OF PRIVACY) ARISING OUT OF OR RELATED TO THIS EULA, OR THE LICENSED SOFTWARE OR SERVICES, EVEN IF ARC IMPACT OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THIS EXCLUSION OF LIABILITY IS UNENFORCEABLE, DESPITE THE PARTIES' EXPRESS AGREEMENT TO IT AS AN ESSENTIAL ELEMENT OF THIS AGREEMENT, ARC IMPACT'S LIABILITY WILL BE LIMITED AS PROVIDED IN SECTION 10.3.

10.3 WITHOUT LIMITING THE SCOPE OR EFFECT OF SECTION 10.2 ABOVE, IN NO EVENT WILL ARC IMPACT'S AND THE RELEASED PARTIES' TOTAL LIABILITY WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS EULA, THE LICENSED SOFTWARE OR SERVICES (INCLUDING CLAIMS OF NEGLIGENCE AND STRICT LIABILITY) EXCEED THE FEES PAID BY LICENSEE TO ARC IMPACT [PURSUANT TO THE APPLICABLE ORDER FORM] DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES).

10.4 SOME JURISDICTIONS LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS EULA IS UNENFORCEABLE UNDER APPLICABLE LAW, ARC IMPACT' AND THE RELEASED PARTIES' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. Government Use. The Licensed Software is commercial computer software developed exclusively at private expense. The Documentation has similarly been developed exclusively at private expense. If the Licensed Software is obtained by or on behalf of agencies or units of the Department of Defense (DoD), then, pursuant to DoD FAR Supplement Section 227.7202 and its successors (48 C.F.R. 227.7202) the Government's right to use, reproduce, modify, or disclose the Licensed Software (and its Documentation) is subject to each of the

restrictions set out in this EULA. If the Licensed Software is obtained by or on behalf of civilian agencies of the U.S Government, then, pursuant to FAR Section 12.212 and its successors (48 C.F.R. 12.212), the Government's right to use, reproduce or disclose the Licensed Software (and its Documentation) obtained under this EULA is subject to each of the restrictions set out in this EULA.

12. General

12.1 Choice of Law. This EULA shall be governed by and construed in accordance with the law of The Commonwealth of Massachusetts, without regard to its conflicts of law principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA. Any litigation arising under or related to this EULA will be brought only in the United States District Court for the District of Massachusetts, or, if federal subject matter jurisdiction is lacking, then in the Massachusetts state court for the division and county in which Arc Impact or its successor's or assign's principal office in Massachusetts is then located. You hereby submit to the personal jurisdiction of these courts and waive all objections to placing venue exclusively before them.

12.1.1 Injunctive Relief. Licensee recognizes that Arc Impact will be irreparably harmed in the event of its breach or threatened breach of Section 2.4 of this EULA, and that, notwithstanding anything contained herein to the contrary, Arc Impact may commence an action in any court of competent jurisdiction, to obtain equitable relief (without having to post bond or other security) to prevent such breach or threatened breach at any time prior to the commencement of an arbitration proceeding and, if an arbitration proceeding has been commenced, at any time until an arbitration award is rendered in such arbitration proceeding or the claim or dispute is otherwise resolved. If Arc Impact prevails in such an action Licensee shall reimburse Arc Impact for all fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses incurred by Arc Impact in taking such court action to obtain equitable relief. Arc Impact shall not be deemed to have waived its right to arbitrate any dispute, claim or controversy by reason of seeking such equitable relief.

12.2 Waiver; Remedies. No delay or omission by any Party hereto to exercise any right or power occurring upon any non-compliance or default by the other Party with respect to any of the terms of this EULA shall impair any such right or power or be construed to be a waiver

thereof. A waiver of non-performance by a Party shall not be construed to be a waiver of any subsequent non-performance. Remedies under this EULA are cumulative and in addition to and not in lieu of other remedies available to a Party, either at law, in equity, or otherwise.

12.3 Successors and Assigns. This EULA shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Licensee may not assign or transfer its rights or obligations under this EULA without prior written approval by Arc Impact and any purported assignment or transfer without Arc Impact's written consent shall be null and void.

12.4 Export Control. Licensee shall comply with export control laws and regulations, and to obtain licenses to export, re-export or import the Licensed Software, as may be required. Unless authorized by the United States government, Licensee will not directly or indirectly export or re-export the Licensed Software to any embargoed or restricted country identified in the United States export laws, including but not limited to the Export Administration Regulations (15 C.F.R. Parts 730-744).

12.5 Severability. Whenever possible, each provision of this EULA shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this EULA is held to be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this EULA.

12.6 Publicity. Licensee hereby authorizes Arc Impact to use Licensee's name and logo in customer lists on its web site and in other marketing.

12.7 Entire Agreement. This EULA and the Order Form(s) incorporated herein constitute the entire agreement and understanding between the Parties with respect to the subject matter of this EULA, and there are no understandings or agreements between the Parties other than those that are expressed in this EULA.

12.8 Contact Information for Arc Impact. Please direct any questions regarding this EULA to: support@arc-impact.com.

<https://arc-impact.com/>