

Proto Labs, Inc.  
“Cool Idea! Support Program”  
Terms and Conditions



The Proto Labs, Inc. (“Proto Labs”) “Great Ideal Support Program” (“Program”) and participation therein is governed in all respects by these Terms and Conditions (“Terms”). By participating in the Program, each applicant fully and unconditionally agrees to be bound by and accepts these Terms and the decisions of Proto Labs and its Program personnel (including, without limitation, decisions regarding the eligibility of applicants, applications and submissions, the selection of Program award recipients, and the awarding of Program awards) which are final and binding in all respects. Applicants and Program award recipients must comply with all terms and conditions of these Terms, and participation and receipt of an award is contingent upon fulfilling all requirements.

**1. GENERALLY.** The purpose of the Program is to provide start-up support to product designers with good ideas who are in need of funding to get their project off the ground. Each quarter while the Program is conducted, Proto Labs will evaluate applicants and their submitted parts design ideas and select an applicant in need of funding who has the best parts design idea as that quarter’s Program award recipient. A Program award is a \$25,000 credit towards Proto Labs’ services in fabricating prototypes and/or parts for the applicant’s idea. The foregoing is only a general description of the Program, and the Program is subject to the full Terms set forth below.

**2. ELIGIBILITY.** If an applicant is an individual, the applicant must be a permanent legal resident of one of the fifty (50) United States or the District of Columbia, and at least eighteen (18) years old. If an applicant is other than an individual, it must be a legal entity (for example, a limited liability company, a corporation, etc.) that is organized under the laws of one of the fifty (50) United States or the District of Columbia, and the individual registering the entity as an applicant must be a permanent legal resident of one of the fifty (50) United States or the District of Columbia, and at least eighteen (18) years old, and authorized to register the entity in the Program. This Program is void outside the fifty (50) United States and the District of Columbia, and where prohibited or restricted by law. Employees, officers and directors of Proto Labs and its parents, subsidiaries, divisions, affiliates, advertising, public relations and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to apply or participate. If a Program award cannot be awarded by Proto Labs to an individual applicant for any reason (including, without limitation, if corporate or other policies of the applicant’s employer precludes him/her from receiving an award), Proto Labs, in its sole discretion, may disqualify the applicant. The Program, and any website pages and advertisements relating thereto, is intended for viewing only within the United States and the District of Columbia, and applicants must be present in the United States or the District of Columbia at the time they register, apply and participate in the Program. The Program is void outside the fifty (50) United States and the District of Columbia, or where prohibited or restricted by law.

**3. PROGRAM APPLICATION PERIODS.** The Program will be conducted for a period of one (1) year, with four (4) quarterly application and award periods. The first quarterly Program application period begins at 12:01 a.m. Mountain Time (“MT”) on April 1 [verify], 2011 and ends at 11:59 p.m. MT on June 30[verify], 2011. The second quarterly Program application period begins at 12:01 a.m. MT on July 1 [verify], 2011 and ends at 11:59 p.m. MT on September 30[verify], 2011. The third quarterly Program application period begins at 12:01 a.m. MT on October 1 [verify], 2011 and ends at 11:59 p.m. MT on December 31[verify], 2011. The fourth quarterly Program application period begins at 12:01 a.m. MT on January 1 [verify], 2012 and ends at 11:59 p.m. MT on March 30[verify], 2012. Proto Labs reserves the right to extend the Program at its sole discretion. Each quarterly program period in this Program is referred to as a “Program Period.” Proto Labs’ computer is the official timekeeping device for this Program.

**4. HOW TO APPLY.**

- a. During a Program Period, go to [insert Program website address] (the “Program Website”) to the Program registration, application and submission section of the Program Website. Follow the onscreen prompts and instructions to complete and submit the Program registration form, application information and upload your Program Design Idea (as defined and described in Section 4(b) below). In order to be considered in the Program, an eligible applicant must submit all required Program registration and application information, and the submitted Program Design Idea must meet the requirements of these Terms and any additional requirements as set forth in the Program Website (including, without limitation, submission format requirements). An applicant’s Program registration, application and Program Design Idea must be received by Proto Labs during the applicable Program Period. In the event of a dispute as to the identity of an applicant, the authorized account holder of the email address used to register and submit Program materials will be deemed to be the applicant. Potential Program award recipients may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider,

online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All submissions will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass submissions or submissions generated by a script, macro or use of automated devices is prohibited and will result in disqualification. LIMIT: One (1) application and Program Design Idea submission per Program Period per applicant. [Question: (1) Do you care about limiting the number of individuals from the same company in the event a company does not do an entity application and instead has a number of individuals from the company apply individually and (2) do you also want a limit of one submission per applicant in the Program (i.e., you can only enter during one program period and that's it, or are you ok with one per Program Period?)] Program Design Idea submissions that were submitted in a Program Period and were not selected for a Program award are not eligible for submission in subsequent Program Periods. [Verify if not selected, must come up with a new idea or if you can resubmit] By registering in the Program, an applicant consents and agrees to Proto Labs' website Conditions of Use and Privacy Policy. Normal Internet access and usage charges imposed by applicant's online service will apply.

- b. A "Program Design Idea" submission must meet the following requirements:
- i. It must be a design for a CNC machined part or injection molded part; [Question: Any other description of this requirement?]
  - ii. The design must be in the form of a 3D CAD model, and meet the upload requirements as set forth in the Program Website;
  - iii. Any textual design specifications must be in English;
  - iv. The design must be entirely original to the applicant (an original creation is the product of one's own mind created solely by the applicant, and is NOT a copy or imitation; modifying, enhancing or altering a third party's preexisting work does not qualify as a applicant's original creation);
  - v. The design must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, patent, trade secret, copyright, trademark or other intellectual property or proprietary right, and must NOT incorporate or include anything that would require the consent of any third party for the use of the applicant's Program Design Idea pursuant to the rights granted by applicant in connection with the Program ( including, without limitation, as contemplated by Section 5(b) below);
  - vi. The design must not be the subject of any actual or threatened litigation or claim;
  - vii. The design must NOT have been previously published, submitted to another contest or won any other award.
  - viii. [Question: Any other requirements?]

Compliance with all requirements shall be as determined by Proto Labs in its sole discretion.

- c. Each applicant represents and warrants that applicant's Program Design Idea submitted in the Program meets the submission requirements set forth in Section 4(b) above. Each applicant hereby agrees to indemnify and hold Proto Labs and its parents, subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors and assigns of each of them, harmless from and against any and all claims, demands, suits, judgments, losses, costs or expenses of any kind or nature whatsoever (including reasonable attorneys' fees) arising directly or indirectly from any breach or alleged breach of any of the warranties, representations or agreements of applicant hereunder, or from applicant's participation in the Program.
- d. Failure to submit all required information, materials and submissions in the manner required in these Terms may result in disqualification. Proof of submission will not be deemed to be proof of receipt by Proto Labs. All applicants, registrations, Program Design Ideas and other submissions in this Program are subject to verification by Proto Labs. Any submission that does not comply with any aspect of these Terms, as determined by Proto Labs in its sole discretion, may be rejected by Proto Labs and the applicant disqualified.

## 5. SELECTION; NOTIFICATION; AWARD RECIPIENT OBLIGATIONS.

- a. All eligible applicants who submit an eligible Program Design Idea during a Program Period will be evaluated by Proto Lab's designated personnel. The eligible applicant who has demonstrated financial need and who has submitted the best Program Design Idea will be potential Program award recipient for the applicable Program Period. The criteria for selection of a Program award recipient, and the selection of a Program Award recipient, will be as determined by Proto Labs in its sole discretion. In making the determination as to a Program award recipient, Proto Labs will also consider the relative effect of the Program award on an applicant's overall project. There will be only one (1) Program award for each Program Period. In reviewing a Program application, Proto Labs will also have the opportunity to ask questions of applicants. Applicants are responsible for all costs and expenses related to the Program, including, without limitation, designing and submitting their Program Design Idea. All applicants, applications and Program submissions are subject to verification by Proto Labs. Any applicant, application, design or other submission that does not comply with any aspect of these Terms, as determined by Proto Labs in its sole discretion, may be disqualified. A potential Program award recipient must comply with all terms and conditions of these Terms, and receipt of a Program award is contingent upon fulfilling all requirements.

- b. A potential Program award recipient will be notified in person, or by phone, letter (by postal or overnight delivery) and/or e-mail. [Question: When will selection and notification occur?] In order to claim a Program award, the potential award recipient will be required to execute and return to Proto Labs a notarized Affidavit of Eligibility, a Liability Release and a Publicity Release (an "Affidavit/Release") in the form(s) provided by Proto Labs. **The Affidavit/Release will contain a license by the applicant in favor of Proto Labs and its designees to utilize the applicant's Program Design Idea (including, without limitation, the design itself and memorializations of the Proto Labs' fabrication process for the design) for Proto Labs' promotional and/or informational purposes in any manner or media (whether now or hereafter existing), all without further payment, notice, consideration, attribution or consent; which license will be set forth in further detail in the Affidavit/Release.** The Affidavit/Release must be returned to Proto Labs by the date and/or time indicated within the Affidavit/Release. If the potential award recipient cannot be contacted within ten (10) days of the first attempt to contact the potential recipient, or if the potential recipient fails to return the Affidavit/Release within the specified time, or if the potential recipient or the potential recipient's design or other submissions are found to be ineligible, or if the potential recipient does not comply with the Terms, then the potential recipient may be disqualified and an alternate potential recipient selected by Proto Labs in his/her/its place, which alternate will be the applicant who would have been the applicable award recipient if the disqualified potential recipient was not considered in the Program Period selection process. In such event, an alternate potential recipient will be notified by Proto Labs as described above and will be required to return the required documents to Proto Labs as described above. Proto Labs is not responsible for the failure of a potential recipient to receive Proto Labs' notification or the required documents for any reason, or for the inability of such potential recipient to return the required documents for any reason.

## 6. PROGRAM AWARDS.

- a. Subject to the terms and conditions of these Terms, four (4) Program awards will be awarded in this Program, with one (1) Program award per Program Period. The total approximate retail value ("ARV") of all awards in the Program is \$100,000.
- b. A Program award consists of and is limited to a \$25,000 credit to be utilized by applicant for Proto Labs' Firstcut machining services and/or Protomold injection molding services in connection with the fabrication of prototype(s) and/or parts by Proto Lab utilizing the award recipient's Program Design Idea (for example, use can be to make a prototype or fabricate short-run production parts). The ARV of a Program award is \$25,000. A Program award must be fully utilized by an applicant within ninety (90) days after notice of the award is given by Proto Labs to the recipient. An award will be considered "utilized" when a fabrication order is placed by the award recipient with Proto Labs using the Program Design Idea submitted in connection with the Program. Unused components of an award shall be forfeited and have no redeemable cash value. [Question: Other restrictions or terms with respect to the award?]
- c. Program awards are awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Proto Labs or for which Proto Labs shall be liable other than the standard express warranty made by Proto Labs to its customers with respect to parts fabricated by Proto Labs, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Awards are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Awards must be accepted as awarded. No award substitutions, except by Proto Labs, who reserves the right (but has no obligation) to substitute a award (or a component thereof) with another award of equal or greater value if any applicable award (or a component thereof) is not available for any reason as determined by Proto Labs in its sole discretion. Each recipient is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with an award, and its redemption, receipt and use, including, without limitation, all federal, state and local taxes on the award. If applicable, a Program award recipient will be issued an IRS Form 1099 for the value of the award. Award recipients waive the right to assert as a cost of receiving an award any and all costs of verification and redemption or travel to redeem the award. Non-compliance with any of the foregoing and any other condition of this Program may result in disqualification and forfeiture of award. Upon award forfeiture, no compensation will be given.

**7. PUBLICITY.** Except where prohibited by law, participation in the Program constitutes an award recipient's consent for Proto Labs and its designees use of an recipients name, biography, likeness, voice, photographs, opinions, statements, hometown and state for promotional purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, payment, consideration or consent. [To discuss whether any publicity rights with respect to applicants in general is desired]

**8. GENERAL CONDITIONS.** Proto Labs reserves the right to require an applicant to complete, execute and deliver to Proto Labs additional documents at any time as required, in the forms provided, and within the timeframe required by Proto Labs, or the applicant may be disqualified. Proto Labs reserves the right, in its sole discretion, to terminate, modify or suspend the Program if, in Proto Labs' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Program, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Proto Labs' reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the

Program. In such event, Proto Labs reserves the right in its sole discretion (but does not have any obligation) to award an award or award(s) to a recipient or recipients based on the above Program award selection criteria from among eligible, non-suspect applications received up to the time of the suspected impairment. Proto Labs reserves the right in its sole discretion to disqualify any applicant it finds to be tampering with the application or submission process or the operation of the Program or to be acting in violation of these Terms or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws, and, should such an attempt be made, Proto Labs reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Proto Labs' failure to enforce any term of these Terms shall not constitute a waiver of that provision or any other provision of these Terms.

**9. RELEASE.** By participating in the Program, each applicant forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Proto Labs and its parents, subsidiaries, divisions and affiliates; any and all persons and entities responsible for offering, operating, fulfilling, administering, advertising or promoting the Program or supplying any award, and the employees, officers, directors, owners, representatives, agents, heirs, successors, assigns and insurers of each of them (collectively, the "Releasees") from and against all losses, claims, damages, liabilities, costs or expenses (collectively, "Losses"), arising in whole or in part, directly or indirectly, from the applicant's application to and/or participation in the Program, and/or the applicant's receipt or use of any award awarded in the Program. The foregoing release includes, without limitation, any and all LIABILITY, BODILY INJURY, DEATH, LOSS OR DAMAGE to applicant or any third party arising in whole or in part, directly or indirectly, from any award or the use of any award, the award, acceptance, possession, use or misuse of any award, and application and participation in the Program. Each applicant further COVENANTS NOT TO SUE any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete RELEASE and DISCHARGE of all claims and rights of each applicant against the Releasees and no action will be taken by or on behalf of an applicant with respect to any such claims and rights, it being understood that these Terms, including this Section 9, shall be binding upon each applicant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

EACH APPLICANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

**10. LIMITATIONS OF LIABILITY.** Proto Labs is not responsible for: (a) incorrect or inaccurate transcription of registration, application or Program information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected applications or applications received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the application process or the Program; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Program or the processing of applications; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Program, including but not limited to applicant's computer, which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Program, or from viewing, playing, uploading or downloading any material to or from Proto Labs' website(s), regardless of whether the material was prepared by Proto Labs or a third party, and regardless of whether the material is connected to Proto Labs' website by a hypertext link.

**11. DISPUTES.** Applicant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Program, or the Program awards shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Minneapolis, Minnesota; applicant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will applicant be permitted to obtain awards for and applicant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of applicant or Proto Labs in connection with the Program shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**12. PROGRAM ADMINISTRATOR.** The Program is offered and administrated by Proto Labs, Inc., 5540 Pioneer Creek Drive, Maple Plain, Minnesota 55359.