Fill in this information to identify the case:

Debtor Ample, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90817

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Carbon, Inc.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	
Contact phone 650-771-9857	Contact phone
Contact email See summary page	Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

25908172603270000000000001

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 40,734.39 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Goods Sold/Lease

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☐ No

☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $40,734.39

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

25908172603270000000000001

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

		Amount entitled to priority
☐	No	
☑	Yes. *Check all that apply:*	
☐	Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐	Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐	Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐	Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐	Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☑	Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$ 40,734.39

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/27/2026
MM / DD / YYYY

/s/Sai Teja Reddy
Signature

Print the name of the person who is completing and signing this claim:

Name: Sai Teja Reddy
First name Middle name Last name

Title: Sr. Accounts Receivable Specialist

Company: Carbon Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 475-7847 | International (781) 575-2036

Debtor:
25-90817 - Ample, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Carbon, Inc.
1089 Mills Way
Redwood City, California, 94063
United States
Phone:
650-771-9857
Phone 2:
Fax:
Email:
accountsreceivable@carbon3d.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Goods Sold/Lease

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
40,734.39

Includes Interest or Charges:
No

Has Priority Claim:
Yes

Priority Under:
11 U.S.C. §507(a)( ): 40,734.39

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
Yes, 40,734.39
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Sai Teja Reddy on 27-Mar-2026 9:47:33 a.m. Pacific Time
Title:
Sr. Accounts Receivable Specialist
Company:
Carbon Inc.

VN: C0A8E713E1C7EFE6AFB66B5814001F9E

Transaction	Class	Activity Date	Entered Currency	Original Amount	Current Amount	Past Due Amount	Business Unit	Status
76637	Invoice	7/31/25	USD	$ 13,578.13	$ 13,578.13	$ 13,578.13	C3D US BU	Open
74911	Invoice	6/9/25	USD	$ 13,578.13	$ 13,578.13	$ 13,578.13	C3D US BU	Open
73510	Invoice	4/30/25	USD	$ 13,578.13	$ 13,578.13	$ 13,578.13	C3D US BU	Open
				Total	**$ 40,734.39**	**$ 40,734.39**		

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CARBON, INC.
MASTER SUBSCRIPTION AGREEMENT

Effective Date ("**Effective Date**"): Date of Carbon Signature Mar 23, 2022

Subscription Agreement Number ("SA#"): SA#000781

Legal Name of Subscriber ("**Subscriber**"): Ample Inc.

Address of Principal Place of Business of Subscriber: 25 Boutwell Street, San Francisco, California 94124, United States

Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth below:

"**Affiliates**" means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity. Carbon's current Affiliates are set forth at https://docs.carbon3d.com/files/legal/affiliates.pdf, which list as updated from time to time by Carbon is hereby incorporated by reference into this Agreement.

"**Agreement**" or "**Subscription Agreement**" means this Master Subscription Agreement, consisting of this cover sheet (the "Cover Sheet"), the terms and conditions set forth in **Attachment A** ("**Terms and Conditions**") and the Order Form substantially in the form attached as Attachment B and signed by the parties or their Affiliates (the applicable "**Order Form**"). Orders for Products and Third Party Accessories under the Subscription Agreement may be made by Subscriber pursuant to the Order Form or other ordering document (or online order) acceptable to Carbon. Each Order Form will set forth the applicable: (a) Subscriber; (b) Products and Services; (c) Subscription Fees; and (d) Installation Site (the "**Order Form Specifics**"). All such orders will be subject to review and acceptance by Carbon and, when accepted (each such accepted order, an "**Order**"), will be incorporated into and become part of the Agreement. The terms of the Subscription Agreement will supersede any different or additional terms set forth in any Order not signed by Carbon. By entering into an Order Form referencing this Agreement, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Carbon**" means Carbon, Inc. and its Affiliates.

"**Certified Third Party Resins**" means the resins available at https://docs.carbon3d.com/files/legal/carbon3rdpartyresins.pdf, as updated by Carbon from time to time, which is hereby incorporated by reference into this Agreement. For clarity, Certified Third Party Resins are not considered Products under this Agreement and are subject to the third party resin supplier's terms and conditions.

"**Documentation**" means the applicable Product's documentation, and its site preparation and installation instructions, usage and maintenance guides, training, policies and other applicable instructions, as updated from time to time, provided or otherwise published by Carbon with respect to the Products.

"**Early Access Technologies**" means Carbon modules, features, software, tools and functionality for use in connection with the Carbon Products that Carbon may make available to Subscriber from time to time to try at its option at no additional charge which are clearly designated as early access, beta, pilot, limited release, development, developer preview, experimental, non-production, evaluation, optional tool, prototype or by a similar description.

"**Initial Term**" means the initial term of this Agreement as it applies to each Order Form. The Initial Term of this Agreement and each Order Form will begin on the Effective Date of this Agreement and each Order Form, respectively, and end at the end of the Subscription Term indicated on the applicable Order Form, in each case unless sooner terminated in accordance with this Agreement or the applicable Order Form.

"**Installation Date**" means the date that each of the Products that require Carbon installation is installed by Carbon.

"**Installation Site**" means the Subscriber location(s) in the United States where each of the Products are installed on the Installation Date and where such Products shall remain for the Term, unless otherwise agreed by Carbon in writing and subject to any applicable fees required for Services related to any movement of the Products.

"**Products**" means the following Carbon printers, components, and software:

- **Printers**: Carbon-Family Printer
- **Window Cassettes**: Carbon window cassettes for use with the Carbon-Family Printer
- **Build Platforms:** Carbon build platforms for use with the Carbon-Family Printer
- **Smart Part Washer:** Carbon part washer for use with the Carbon-Family Printer
- **Spinner:** System for solvent-free Work Product cleaning for use with the Carbon L1 Printer
- **Software**: Carbon software for use with the Products through a browser-based interface (the "**Software**").
- **Resins:** Carbon resins for use with the Carbon-Family Printer. A list of available Carbon resins and pricing will be provided separately.

"**Services**" means the services provided by Carbon under this Agreement as set forth in the description available at https://docs.carbon3d.com/files/legal/carbonservices.pdf, as updated by Carbon from time to time (the "**Services Description**"), which is hereby incorporated by reference into this Agreement.

"**Subscription Add-ons**" means additional window cassettes, build platforms, Software and additional Services, which can be ordered by Subscriber from Carbon as needed and subject to availability, at the prices set forth in the then-current Carbon price list. Subscription Add-ons are "Products".

"**Subscription Fees**" means the annual subscription fees that Subscriber will pay Carbon under this Agreement as set forth in the applicable Order Form. The Subscription Fees include:

- **Products**: use of Carbon-Family Printer, build platform, part washer and window cassettes
- **Software**: use of current Software included with the Product or provided by Carbon separately pursuant to an Order and future periodic updates thereto in accordance with the Service Description

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- **Services**: phone and email support, on-site repair and maintenance, replacement and upgraded parts, and window cassette refurbishment, all as set forth in the Services Description

"**Third Party Accessories**" means third party accessories for use in connection with the Products as set forth in the Documentation, which can be ordered by Subscriber from the third party supplier, and subject to availability, from Carbon at the supplier or then current Carbon prices. For clarity, Third Party Accessories are not considered Products under this Agreement and may be subject to the third party supplier's terms and conditions.

"**Term**" means the Initial Term and any renewal terms pursuant to Section 11 of Attachment A.

"**Users**" means the individuals who are permitted by Subscriber to use the Products and Services. For clarity, Users may include employees of Subscriber Affiliates and other third parties.

Carbon and Subscriber have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CARBON, INC.

DocuSigned by:

By: Amber Roberson
D5425989339340...
(Signature)

Name: Amber Roberson
(Print or type)

Title: VP Sales

Address: 1089 Mills Way, Redwood City, CA 94063

Date: Mar 23, 2022

SUBSCRIBER

DocuSigned by:

By: Khaled Hassounah
2E0669887CD14D2...
(Signature)

Name: Khaled Hassounah
(Print or type)

Title: CEO

Address: 25 Boutwell Street, San Francisco, CA 94124

Date: Mar 23, 2022

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CARBON, INC.
MASTER SUBSCRIPTION AGREEMENT

Attachment A

TERMS AND CONDITIONS

These Terms and Conditions govern Carbon's provision, and Subscriber's use, of Products and Services, and are hereby incorporated into and made a part of the Agreement between Carbon and Subscriber.

1. PRODUCTS & SERVICES.

1.1. Products. Subject to the terms and conditions of the Agreement (including Subscriber's payment of the Subscription Fees, shipping, and other applicable amounts), Carbon will deliver and make available for Subscriber's use the Products at the Installation Site, and Subscriber will have the right to use the Products at the Installation Site during the Term solely for Subscriber's internal business purposes.

1.2. Software. Subject to the terms and conditions of the Agreement (including Subscriber's payment of the Subscription Fees and other applicable amounts), Carbon hereby grants to Subscriber a nonexclusive, nontransferable, non-sublicensable, revocable and limited license during the Term to use the Software solely in conjunction with authorized use of the Products at the Installation Site. Notwithstanding anything to the contrary in this Agreement, any open source or third party software or components included in or provided with the Software are provided solely in accordance with, and subject to, the applicable open source and third party software licenses, which are available at https://print.carbon3d.com/opensource.html.

1.3. Resins & Third Party Accessories. Resins, Product accessories and Third Party Accessories will be made available by Carbon for purchase by Subscriber at the prices set forth in the then-current Carbon price list pursuant to the terms of sale set forth at https://docs.carbon3d.com/files/legal/carbon-terms-and-conditions-of-sale.pdf. Subscriber may place orders for Resins and Third Party Accessories by submitting to Carbon a purchase order using the Order Form or other purchase or order form provided by Carbon to Subscriber. All such orders shall be subject to review and acceptance by Carbon.

1.4. Services. Subject to the terms and conditions of the Agreement (including Subscriber's payment of the Subscription Fees and other applicable amounts), Carbon will provide the Services as described in the Services Description.

1.5. Product Services Warranty. Carbon will make Services available to Subscriber as set forth in the Subscription Agreement and these Terms and Conditions which Services shall be performed by Carbon using reasonable skill and care. Carbon warrants that Subscriber is entitled to receive the Services in the event that the Products cease to function in all material respects during the Term in accordance with the Documentation as a result of defects in material and manufacture ("**Product Error**"). In the event of Product Error, Carbon will repair or replace the non-conforming Products in accordance with the support terms set forth in the Services Description. Such repair or replacement will be Carbon's only obligation, and Subscriber's sole and exclusive remedy, with respect to any Product Error or failure to perform by the Products. Product Error shall not include and Carbon will have no obligation with respect to, any failure of the Products resulting from: (a) Subscriber's negligence, accident, misuse or operator error; (b) failure by Subscriber to provide and maintain a suitable installation environment, including insufficient facilities or site preparation; (c) Force Majeure as defined herein; (d) use of products, systems or services other than the designated products, systems or services for the Products; (e) use, maintenance or relocation of the Products not in accordance with Carbon's then-current specifications or instructions provided to Subscriber, including as provided in the applicable Documentation; (f) modification or alteration of the Products by persons other than Carbon; or (g) any other failure by Subscriber to comply with the terms of this Agreement.

1.6. Restriction on Use. Subscriber will not directly or indirectly (without Carbon's specific prior written consent): (i) modify, enhance, adapt, translate, make improvements to, create derivative works based upon, disassemble, decompile, circumvent any technological measure that controls access to, or reverse engineer, or characterize or determine the chemical composition of, any Product or any portion thereof; (ii) sell, rent, lease, loan, transfer, assign, distribute, or otherwise dispose of, or use on a service bureau basis, any Products or Services; (iii) copy any Product or portion thereof (other than incidental copying necessary for use of the Software) or otherwise access or use the Products or Services to build a competitive product or service or for benchmarking purposes; (iv) change, distort or delete, any copyright, patent, or other proprietary notices that appear on or in any Product; (v) use any trademark, trade name, service mark or other commercial symbol of Carbon; (vi) use any Products or Services for any unlawful, invasive, infringing, or fraudulent purpose, or in a manner inconsistent with any applicable Documentation or applicable regulation or regulatory requirement or that interferes with or disrupts the integrity or performance of the Products (or the data contained therein); (vii) use the Products or Services with any third party or Subscriber products or materials not validated by Carbon for such use (Certified Third Party Resins Third Party Accessories shall be the only materials deemed validated by Carbon for such use); (viii) use any Products or Services at any site other than the Installation Site; (ix) use any Products or Services for medical research, testing, diagnostic, or therapeutic purposes on animals or humans, or to produce any device or component that requires (a) USP Class I or above certification or (b) cytotoxicity, sensitization, and/or irritation data for FDA regulated or exempt devices; (x) use any Products or Services to design, manufacture, sell or resell footwear for any purpose or balls offered or sold as sporting goods; (xi) use any Products or Services to manufacture weapons or other articles, items or technology having, supporting, or contributing to a military or defense application, including firearms, explosives, biological or chemical weapons, or ammunition of any kind, or accessories or parts therefor; (xii) use Products, Resins or Services, in whole or in part, to design, manufacture, assemble or produce, market, sell or distribute any article or item the design, manufacture, assembly, production, marketing, sale or distribution of which requires Carbon to be compliant with or subject to any statutory or regulatory requirement for registration, authorization, license, consent, approval or similar requirement; or (xiii) take or permit any other action that could impair Carbon's rights or damage the image or reputation of quality inherent in the Products or Services, Carbon's business, reputation, intellectual property, or other assets or rights. Subscriber will not permit anyone other than Carbon or Carbon's designee to repair or service any Products without Carbon's specific prior written consent.

1.7. Early Access Technologies. From time to time, Carbon may make Early Access Technologies available to Subscriber. Subscriber may choose to try such Early Access Technologies or not in its sole discretion. Early Access Technologies are intended for evaluation purposes and not for production use, are not supported, and may be subject

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to additional terms and fees. All restrictions, Carbon reservation of rights and Subscriber obligations concerning the Products, shall apply equally to Subscriber's use of Early Access Technologies; but Carbon is providing the Early Access Technologies "as is" and makes no warranties (express or implied) of any kind with respect to the Early Access Technologies; and Carbon shall have no obligation to indemnify Subscriber. Unless otherwise stated, any Early Access Technologies trial period will expire upon notice from Carbon or the date that a version of the Early Access Technologies becomes generally available without the applicable Early Access Technologies designation. Carbon may discontinue or change Early Access Technologies at any time in its sole discretion and may never make them generally available. Carbon will have no liability for any harm or damage arising out of or in connection with an Early Access Technology.

2. INTELLECTUAL PROPERTY. Except for the limited licenses expressly granted to Subscriber in this Agreement, as between the parties, Carbon owns and will retain all right, title, and interest (including all intellectual property rights) in and to the Products, Services, Product Operation Data and Carbon Inputs (and all technology, intellectual property, and materials based on or derived from any Products, Services, Product Operation Data or Carbon Inputs). Subject to Carbon's retained rights as set forth in the preceding sentence, Subscriber owns and will retain all right, title, and interest (including all intellectual property rights) in and to the prototypes, outputs, and other end-use products produced by Subscriber using the Products ("**Work Product**"). There are no implied licenses under this Agreement. In the event that Subscriber or its Users provide Carbon with any suggestions, improvement requests, error or defect reports, recommendations, corrections or other feedback ("**Feedback**"), notwithstanding anything to the contrary herein, Subscriber agrees that Carbon is free to use and otherwise exploit such Feedback without restriction and without obligation to Subscriber in connection with Carbon's products and services, provided that Carbon shall not identify Subscriber or any User as the source of such Feedback.

3. PRODUCT DATA

3.1. Design Data. Subscriber may, on a periodic basis, submit or enter into the Products cumulative design files and models ("**Design Data**"). Subscriber owns and will retain all right, title, and interest in and to the Design Data. Subscriber hereby grants Carbon a limited right to access and use the Design Data in connection with the Products and Services.

3.2. Product Operation Data; Carbon Inputs. Carbon may, on a periodic basis, collect or receive data from or through the Products or Services, including information identifying a Product's status (such as whether the Product is powered off or on, operation details about any function it is performing, and Resin usage) and aspects of its environment that may affect how it operates (such as input voltage, internet signal strength, air temperature and humidity) (all such data, collectively, "**Product Operation Data**"). In addition, in some cases Subscriber's use of the Products to create Work Product may involve the use or incorporation of, or Carbon may otherwise make available to Subscriber as part of the Services, certain proprietary Carbon methods, processes, manufacturing techniques, designs, specifications, and other Carbon inputs ("**Carbon Inputs**"). Carbon hereby grants Subscriber a limited right to access and use the Carbon Inputs with the Products solely to create or as incorporated into the Work Product for which such Carbon Inputs were provided or made available by Carbon under this Agreement.

3.3. Personal Information. If and to the extent that Carbon collects any personally identifiable information of a Subscriber or User in connection with the performance of the Agreement, such personally identifiable information will be subject to Carbon's Privacy Policy set forth at http://Carbon3d.com/privacy-policy/.

4. CONFIDENTIALITY. Except as otherwise provided herein, the parties hereto agree to hold in confidence all confidential or proprietary information (collectively, "**Confidential Information**") that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") and treat such Confidential Information with at least the same degree of care as it would treat its own confidential information but no less than reasonable care. Without limitation, Design Data is Confidential Information of Subscriber and Product Operation Data, Carbon Inputs, and except as expressly excluded pursuant to this Section, the Products and Services provided in connection with this Agreement are Confidential Information of Carbon. The Receiving Party agrees not to use or disclose any Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Agreement. Confidential Information other than Product Operation Data or Design Data must: (i) be designated by the Disclosing Party as such at the time of disclosure in writing or other tangible form and clearly identified by writing on its face as internal, confidential, restricted, or proprietary; (ii) when initially disclosed by the Disclosing Party in oral or other intangible form, be identified as internal, confidential, restricted, or proprietary at the time of disclosure, and reduced by the Disclosing Party to a tangible form and provided to the Receiving Party within thirty (30) days from the date of the initial disclosure; or (iii) otherwise be reasonably considered to be confidential at the time of disclosure. The confidentiality undertakings in this Agreement will not apply to information that: (a) is or becomes generally available to the public other than through any act or omission on the part of the Receiving Party; (b) the Receiving Party can demonstrate by written records was lawfully in its possession at the time of disclosure and not otherwise subject to a non-disclosure agreement; (c) the Receiving Party can demonstrate by written records was acquired from a third party who had the lawful right to make such disclosure; or (d) the Receiving Party can demonstrate by written records was independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party. In addition, the Receiving Party is permitted to disclose Confidential Information to the extent required by applicable law or regulation, or pursuant to a legally enforceable order of a court, provided that the Receiving Party must notify the Disclosing Party of such disclosure obligation as soon as reasonably practicable so that the Disclosing Party may seek an appropriate protective order, if available.

5. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.5, TO THE MAXIMUM EXTENT PERMITTED BY STATUTORY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND CARBON MAKES NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PRODUCTS, SERVICES, AND OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITATION OF THE FOREGOING, CARBON DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, ERROR-

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FREE OR SECURE, OR THAT ANY DATA WILL NOT BE SUBJECT TO DAMAGE, CORRUPTION, DESTRUCTION, LOSS OR DELETION OR THAT ANY CARBON PRODUCT IS SUITABLE FOR USE IN ANY SPECIFIC APPLICATION.

6. LIMITATION OF LIABILITY.

6.1. LIMITATION OF DIRECT DAMAGES. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 4, SUBSCRIBER'S BREACH OF SECTION 1.6, AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, NEITHER PARTY'S LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE SUBSCRIPTION FEES PAID BY SUBSCRIBER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

6.2. EXCLUSION OF CERTAIN DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL CARBON BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUSINESS INTERRUPTION OR LOSS OF INCOME, DATA, PROFITS, OR REVENUE, UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT CARBON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CARBON WILL HAVE NO LIABILITY FOR ANY EXCLUSIONS (AS DEFINED IN SECTION 7) OR FOR ANY THIRD PARTY ACCESSORIES OR OTHER THIRD PARTY PRODUCTS, MATERIALS, SOFTWARE, OR SOLUTIONS.

7. INDEMNIFICATION. Subject to the Exclusions identified below, Carbon will indemnify, defend and hold harmless Subscriber from any third party suit or proceeding brought against Subscriber alleging that a Product infringes a valid U.S. copyright, patent, or trademark, or misappropriates a trade secret recognized as such under applicable law (a "**Claim**"); conditioned upon Subscriber: (a) giving Carbon immediate notice in writing of the Claim and of the threat of institution of any Claim; (b) allowing Carbon to have sole authority to investigate, defend, or settle the Claim; and (c) providing Carbon with requested assistance in connection with the investigation, preparation, defense and settlement of the Claim, subject to reimbursement by Carbon of Subscriber's reasonable out-of-pocket expenses. Carbon will not settle any Claim in a manner that subjects Subscriber to any liability without Subscriber's prior written consent. Carbon will have no liability or obligation under this Section 7 for any Claim arising from or relating to: (A) any Design Data, Work Product or Third Party Accessories or any products liability claims in connection with the Work Products, the Design Data or equipment incorporating the Work Product; (B) any unauthorized use of Products or Services or use not in compliance with any applicable Documentation; (C) the use of any Product or Service in combination with any supplies, equipment, devices, data, systems or software not supplied by Carbon; or (D) any alteration, modification or customization of the Products by anyone other than Carbon (collectively, "**Exclusions**"). If any Product or Service becomes or, in Carbon's opinion is likely to become, the subject of a Claim, Carbon may, at its option, (a) modify the Product or Service, so that it is non-infringing, (b) procure for Subscriber sufficient rights to allow Subscriber to use the infringing part of the Product or Service as contemplated hereunder, or (c) terminate this Agreement with respect to the Product or Service subject to a pro rata refund of any pre-paid fees relating to such Product or Service. Subscriber will indemnify and hold harmless (and, at Carbon's request, defend) Carbon and its affiliates, and their respective employees, officers, and directors, against any third party claim, suit or proceeding arising from or relating to any Exclusions or any breach (or claim that, if true, would be a breach) of this Agreement by Subscriber. THE FOREGOING STATES THE ENTIRE LIABILITY OF CARBON AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS AND ACTIONS DESCRIBED IN THIS SECTION.

8. DELIVERY AND MAINTENANCE.

8.1. Delivery and Maintenance. Carbon will deliver the Products, and if applicable, provide the installation Services for the Products at the Installation Site as set forth in the applicable Order Form. The Products will at all times remain the personal property of Carbon and title to the Products will not transfer to Subscriber at any time, nor will any Products be deemed to be fixtures to real property. Upon termination of this Agreement, Subscriber will return the Products at its cost to Carbon in good working condition, reasonable wear and tear excepted. Subscriber is responsible for the full cost of repair or replacement of any Products damaged, lost, confiscated, or stolen from the date of delivery at the Installation Site until the Products are returned to Carbon. Subscriber will keep the Products free and clear of all liens, charges, encumbrances, security interests, legal processes and claims against the Products (collectively, "**Encumbrances**"), including Encumbrances by landlords or secured creditors (and if any Encumbrance is nonetheless placed on the Products, Subscriber will promptly secure a release, subordination, or termination of such Encumbrance). Subscriber will obtain and maintain in full force and effect property damage insurance policies, with extended coverage, sufficient in amount to allow it to replace any Products that are damaged, lost, confiscated, or stolen during the Term of the applicable Order Form. Upon request from Carbon, Subscriber will name Carbon as an additional insured and provide Carbon with evidence of such insurance.

8.2. Site Preparation Guidelines. Carbon will provide site preparation requirements, safety guidelines (the "**Site Prep Documents**") and any applicable installation instructions to Subscriber upon request. Subscriber is responsible for preparing and maintaining the Installation Site and adhering to the safety guidelines as specified in the Site Prep Documents at its sole expense prior to the Installation Date and during the Term of the Agreement. Unless otherwise specified in the applicable Order Form, Subscriber shall complete of all of its requirements in the Site Prep Documents as soon as reasonably possible but in all cases within 180 days of the Effective Date of the applicable Order Form, and Carbon will complete any installation services applicable to the Products as soon as practicable after Subscriber has properly prepared the Installation Site and received safety training as made available by Carbon for all personnel using the Products.

9. COMPLIANCE. Each party will comply with all applicable laws, rules and regulations and obtain any required import/export licenses, permits, or other approvals with respect to its activities under this Agreement, including United States and any other applicable foreign trade/export restrictions, anti-corruption laws or similar rules. Without limiting the foregoing:

9.1. Compliance with Export/Import Laws. Subscriber shall not, without obtaining all required government

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authorizations and written approval from Carbon, (i) use any Carbon Product or Services in or from any region subject to an embargo or comprehensive sanctions administered by the United States (which currently includes but is not limited to during the Term, Cuba, Iran, North Korea, Syria, Crimea Region of Ukraine) or by the jurisdiction in which the Products are located, or (ii) transmit or export technical data from the United States or the country in which the Products are located. Subscriber represents and warrants that it is not subject to sanctions administered by the U.S. Office of Foreign Assets Control or included on any of the U.S. Bureau of Industry and Security prohibited parties lists, and is not engaged in any of the nuclear, chemical weapons, biological weapons, missile, or military activities described in Section 744 of the U.S. Export Administration Regulations giving rise to a license requirement for the Products or Services.

9.2. Compliance with Anti-Corruption Laws. In connection with the activities under this Agreement, Subscriber, and all its employees, officers, directors, and any third parties working for Subscriber or performing activities on Subscriber's behalf, (i) will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations; and (ii) shall keep accurate books, accounts, and records. It is the intent of the parties that no payments or transfers of anything of value shall be made in connection with this Agreement that have the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

For clarity, Subscriber shall be solely responsible for complying with all applicable laws, rules and regulations and for obtaining any required permits or other approvals with respect to any Work Products, Design Data and Third Party Accessories, and Carbon shall bear no liability in this respect.

10. TERM. This Agreement will remain in effect for the Term indicated in the Subscription Agreement or, with respect to an Order Form, the applicable Order Form (as applicable, the "**Initial Term**") unless sooner terminated as set forth in Section 12. The Agreement will be automatically renewed thereafter for subsequent renewal terms equal to the expiring Subscription Term, unless either party provides written notice of termination to the other party no less than sixty (60) days prior to the expiry of the Initial Term or the applicable renewal term. Any Order Form in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order Form either (i) expires by its own terms or (ii) is separately terminated, prior to its own scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order Form as if this Agreement were still in effect.

11. TERMINATION OF AGREEMENT OR ANY APPLICABLE ORDER FORM. Either party will have the right to terminate this Agreement or any applicable Order Form upon written notice to the other party (a) immediately upon insolvency of the other party, or (b) in the event of a material breach of this Agreement or any applicable Order Form by the other party, and failure to cure such breach within thirty (30) calendar days after being notified in writing of such breach. In addition, Carbon will have the right to terminate this Agreement or any applicable Order Form upon notice to Subscriber in the event of any of the following and Subscriber's failure to cure such breach within five (5) business days after being notified in writing of such event: (1) operation or use of the Products in violation of the Agreement or applicable laws or regulations; (2) any failure to comply with the restrictions on use set forth in Section 1.6 hereof; (3) installation, modification or repair other than as specified by Carbon in the Documentation for the Product; (4) deviation from Carbon's recommended maintenance procedures or guidelines for proper and safe usage, as determined by Carbon; or (5) failure to maintain the prescribed environmental or other conditions, including an uninterrupted connection of the Products, at the Installation Site or any other failure to comply with applicable Product instructions or documentation as determined solely by Carbon. Upon expiration or termination of the Agreement pursuant to Section 11 or this Section 12, (a) all licenses granted to Subscriber under this Agreement will terminate and Subscriber will cease using the Products; (b) Subscriber shall promptly return the Products to Carbon, failing which Carbon will have the right to remove the Products from the Installation Site during regular business hours of Subscriber and Subscriber will fully cooperate with such removal; (c) Subscriber will promptly pay to Carbon all outstanding fees and other amounts payable during the Term, and Carbon will be entitled to retain all amounts already paid by Subscriber, and (d) the following provisions of the Agreement will survive: Sections 2-8, 12 and 13. In the event Subscriber is in default in the payment of any sum invoiced by Carbon and does not cure such default within five (5) business days of notice thereof, then, without limitation of Carbon's other rights and remedies, Carbon may delay or suspend provision of Products or Services hereunder until such default is remedied.

12. MISCELLANEOUS.

12.1. Dispute Resolution; Arbitration. Any controversy or claim arising out of, or relating to, the Agreement (other than claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information) will be resolved by arbitration in San Mateo County, California by, and in accordance with, the applicable rules and procedures of JAMS, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. This Agreement (including all Order Forms referencing this Agreement) will be governed by the laws of the State of Delaware without reference to conflict of law principles. All disputes related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information will be subject to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

12.2. Severability. If for any reason a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement shall continue in full force and effect.

12.3. Force Majeure. Neither party is responsible for any failure (other than payment) to perform or delay attributable in whole or in part to any cause beyond its reasonable control ("**Force Majeure**"), including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, epidemics, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes.

12.4. Attorney's Fees. In the event any action, suit or other legal proceeding is brought by a party against the other for the enforcement or interpretation of any of the provisions of this

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Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and other expenses incurred in enforcing its rights and remedies hereunder in addition to any other relief to which the prevailing party may be entitled.

12.5. Specific Performance. Notwithstanding any other provision in this Agreement, in the event of any violation or attempted violation of this Agreement related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information, either party will be entitled to seek specific performance and injunctive relief or other equitable remedy, including any notice of objection or opposition therefrom, in any courts without any showing of irreparable harm or damage, and the other party hereby waives any requirement for the securing or posting of any bond or other security in connection with any such remedy.

12.6. Notices. All notices required by this Agreement must be in English, delivered in person or by means evidenced by a delivery receipt, and will be deemed effective upon receipt. All such notices must be addressed to the address specified in the signature field of the Cover Sheet or any Order Form. Either party may change its address upon written notice to the other party.

12.7. Marketing. Unless Subscriber directs otherwise by sending an email to Carbon at marketing@carbon3d.com, which direction may be given at any time, Carbon may use and display subscriber's name, logo, trademarks, and service marks on Carbon's website and in Carbon's marketing materials in connection with identifying Subscriber as a customer of Carbon. Upon Subscriber's written request, Carbon will promptly remove any such marks from Carbon's website and, to the extent commercially feasible, Carbon's marketing materials.

12.8. Assignment. Neither party will assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; except that either party may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party solely in connection with a merger, consolidation, sale of all or substantially all of such party's assets of the business to which such party's services relate, sale of stock, change of name or like event. Any purported assignment, sale, transfer, delegation or other disposition by a party, except as permitted herein, will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

12.9. Waiver. No failure to exercise and no delay in exercising any right, remedy or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or in equity.

12.10. Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation" and; (d) the references herein to the parties will refer to their permitted successors and assigns.

12.11. Entire Agreement. This Agreement (including the Cover Sheet, the Terms and Conditions, and any Orders hereunder) is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous representations, discussions, negotiations, conditions and agreements, whether written or oral. A purchase order issued by Subscriber (or its agent) that is accepted and confirmed by Carbon in writing shall be a binding Order governed by this Agreement solely as to the details confirmed by Carbon in writing. Any other term or condition stated in a Subscriber (or its agent's) purchase order or in any other Subscriber order documentation (excluding Order Forms) is void, regardless of any failure of Carbon to object to such terms, provisions, or conditions. This Agreement may not be modified or amended except by an instrument in writing signed by both parties.

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CARBON, INC.
MASTER SUBSCRIPTION AGREEMENT

Attachment B

FORM OF ORDER FORM

Order Form Number	3
Effective Date of Order Form	Date of Carbon's signature Mar 23, 2022
Legal Name of Subscriber	Ample Inc.
Address of Subscriber: Contact Person: E-Mail Address:	25 Boutwell Street, San Francisco, California 94124, United States John Souza jdesouza@getample.com
Under Subscription Agreement Number/Dated	SA#000781 Of even date herewith Mar 23, 2022

This Order Form is for a subscription to the Carbon Products and Services set forth below. Provision of all Products and Services set forth herein is subject to the terms of the Subscription Agreement between Subscriber and Carbon referenced above.

PRODUCTS				
Products and Services	Subscription Term (months)	[# of License Type]	Use Restrictions	Fees (per month/year)
Carbon-Family Products (e.g. Printer, Build Platforms, Cassette, Spinner, and Installation) 2 M2 to M3 Printer Upgrade: Mckinley 3F002B M2374 4M010Y	36	Unlimited number of Users	As set forth in the Subscription Agreement	As set forth in Quote# 00008137 ("Quote")

SERVICES: AS SET FORTH IN THE SUBSCRIPTION AGREEMENT

INSTALLATION SITE: (if different from address above):_____ or as otherwise confirmed by Carbon in the Sales Order Acknowledgement. Installation, unless otherwise agreed by Carbon in writing, is expected to be in the United States and to remain at the agreed Installation Site.

INVOICE TO:

Address:

Attn:

Subscriber will pay Carbon the above Subscription Fees for use of the Products as set forth in this Agreement. All invoices are payable in U.S. dollars within thirty (30) days of the invoice date unless otherwise set forth in the Quote or below. Subscriber will be responsible for all applicable sales, use, value added, goods and services, and other similar taxes or duties arising out of the transactions under this Agreement ("**Taxes**") and will pay all such Taxes in addition to the fees unless Subscriber has provided Carbon with an appropriate exemption certificate. The Subscription Fees and prices on the Quote and Carbon price list do not include Taxes, shipping or handling costs, which will be invoiced separately. If payment is made by wire or other electronic funds transfer, Subscriber is solely responsible for any bank or other fees charged. Any amounts not paid by Subscriber promptly after notice of late payment will bear interest at the rate of 1.5% per month or the highest legal rate of interest, whichever is lower.

For Products requiring Carbon installation: The One-Time Installation and Training Fee (excludes shipping costs) will be invoiced immediately following the Effective Date. The first payment for the Annual Subscription Fees and fees for Subscription Add-ons, Third Party Accessories, any additional Products and shipping and handling costs will be invoiced, and the Subscription Term will commence, on the earlier of the Installation Date and ninety (90) days after the Effective Date. Subsequent annual Subscription Fees will be invoiced following each anniversary of the Installation Date during the Term.

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CARBON, INC.
MASTER SUBSCRIPTION AGREEMENT

For Products that do not require Carbon installation: The Training Fee (if any) will be invoiced immediately following the Effective Date. The Products will be shipped as scheduled by Carbon following the Order Form Effective Date. The first payment for the Annual Subscription Fees and fees for Subscription Add-ons, Third Party Accessories, any additional Products and shipping and handling costs will be invoiced, and the Subscription Term shall commence, on the date the Products are delivered to the Installation Site ("**Delivery Date**"). Subsequent annual Subscription Fees, including for renewal periods, will be invoiced following each anniversary of the Delivery Date during the Term.
SPECIAL TERMS: M2 Printer to M3 Printer Upgrade with Subscription Term Reset. Subscriber has elected to exchange two (2) M2 Printer Serial Numbers 3F002B and 4M010Y (the "Returned Printer") for the M3 Printer provided pursuant to this Order Form. Provided that Subscriber is in compliance with the terms and conditions of the Subscription Agreement with respect to the Returned Printer (including payment of the Subscription Fees and other applicable amounts) and returns the Returned Printer to Carbon promptly following the Delivery Date for the M3 Printer in accordance with the instructions provided by Carbon, upon such return, the Subscription Agreement for the Returned Printer shall terminate. Any subscription fee amounts paid by Subscriber that are applicable to the terminated portion of the Term for the Returned Printer shall be applied to payment of the Subscription Fee for the M3 Printer.
PURCHASE ORDER INFORMATION Is a Purchase Order (PO) required for the payment of the products on this Order Form? Yes (Customer to complete) If Yes, email the PO to orders@carbon3d.com. If No, the invoice will reference the Quote number in lieu of a PO number.

THIS ORDER FORM INCORPORATES THE TERMS OF THE SUBSCRIPTION AGREEMENT AND UPON FULL PAYMENT SUBSCRIBER WILL HAVE THE RIGHT TO USE THE PRODUCTS AND RECEIVE THE SERVICES IN ACCORDANCE WITH THE TERMS SET FORTH IN SUCH AGREEMENT. TERMS NOT DEFINED HEREIN ARE AS DEFINED IN SUCH AGREEMENT. SUBSCRIBER AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER AND IN THE SUBSCRIPTION AGREEMENT. THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE SUBSCRIPTION AGREEMENT CONSTITUTE THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN CARBON AND THE SUBSCRIBER WITH RESPECT TO THE PRODUCTS AND SERVICES AND SUPERSEDE ANY OTHER WRITTEN OR ORAL AGREEMENTS RELATING TO THE SUBJECT MATTER HEREOF, INCLUDING ANY FORM PURCHASE ORDER PROVIDED BY SUBSCRIBER. SUBSCRIBER AGREES THAT ITS PURCHASES ARE NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY CARBON REGARDING FUTURE FUNCTIONALITY OR FEATURES. NO PROVISION OF THIS AGREEMENT MAY BE WAIVED EXCEPT BY A WRITING EXECUTED BY THE PARTY AGAINST WHOM THE WAIVER IS TO BE EFFECTIVE. A PARTY'S FAILURE TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NEITHER BE CONSTRUED AS A WAIVER OF THIS PROVISION NOR PREVENT THE PARTY FROM ENFORCING ANY OTHER PROVISION OF THIS AGREEMENT. NO PROVISION OF THIS AGREEMENT MAY BE AMENDED OR OTHERWISE MODIFIED EXCEPT BY A WRITING SIGNED BY THE PARTIES TO THIS AGREEMENT.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

CARBON, INC.

DocuSigned by:

By: Amber Roberson
D5425989339340... (Signature)

Name: Amber Roberson (Print or type)

Title: VP Sales

Address: 1089 Mills Way, Redwood City, CA 94063

Date: Mar 23, 2022

SUBSCRIBER

DocuSigned by:

By: Khaled Hassounah
2E0669887CD14B2... (Signature)

Name: Khaled Hassounah (Print or type)

Title: CEO

Address: 25 Boutwell Street, San Francisco, CA 94124

Date: Mar 23, 2022

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CARBON, INC.
MASTER SUBSCRIPTION AGREEMENT

DocuSign Envelope ID: 37F15DE9-B59B-43F3-A531-D71DB0086847

Carbon

Carbon, Inc.
1089 Mills Way
Redwood City, CA 94063
(650) 285-6307
http://www.carbon3d.com
Submit POs to: **orders@carbon3d.com**

QUOTE

Quote Information

Created Date	3/17/2022	Expiration Date	3/31/2022
Quote Number	00008137	Quote status	Approved
Terms	Per Subscription Agreement	Payment Terms	NET30
		Payment Frequency	Quarterly (in advance)
		Contract Type	Subscription
		Subscription Term	36 months

Prepared For

Account Name: Ample - San Francisco CA

Ship To: United States

Item Details

Product	Product Description	Line Item Description	Unit Price	Quantity	Total Price
M3 Installation by Customer			USD 0.00	2.00	USD 0.00
M3 - Annual Subscription (Year 1)	Products Included: • One (1) M3 Printer • Two (2) Build Platforms • Two (2) Window Cassettes Software Included Services Included	Upgrade: Mckinley 3F002B	USD 50,000.00	1.00	USD 50,000.00
M3 - Annual Subscription (Year 2)			USD 50,000.00	1.00	USD 50,000.00
M3 - Annual Subscription (Year 3)			USD 50,000.00	1.00	USD 50,000.00
M3 - Annual Subscription (Year 1)	Products Included: • One (1) M3 Printer • Two (2) Build Platforms • One (1) Window Cassette Software Included Services Included	Upgrade: M2374 4M010Y	USD 50,000.00	1.00	USD 50,000.00
M3 - Annual Subscription (Year 2)			USD 50,000.00	1.00	USD 50,000.00
M3 - Annual Subscription (Year 3)			USD 50,000.00	1.00	USD 50,000.00
Third Party - M3 Pour Stand			USD 950.00	1.00	USD 950.00
Third Party - M3 SPW Adapter			USD 0.00	1.00	USD 0.00

Totals

Notes

Terms and Conditions: This order is subject to the Terms and Conditions in the signed Subscription or Purchase and Services Agreement by and between the Parties, except that orders for Resins, Third Party Accessories, Printed Parts and non-subscription Products are subject to the Terms of Sale available at the following link: https://docs.carbon3d.com/files/legal/carbon-terms-and-conditions-of-sale.pdf

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Carbon

Carbon, Inc.
1089 Mills Way
Redwood City, CA 94063
(650) 285-6307
http://www.carbon3d.com
Submit POs to: **orders@carbon3d.com**

Sales Price	USD 300,950.00
Shipping and Handling	USD 975.00
Grand Total	USD 301,925.00

Notes

Terms and Conditions: This order is subject to the Terms and Conditions in the signed Subscription or Purchase and Services Agreement by and between the Parties, except that orders for Resins, Third Party Accessories, Printed Parts and non-subscription Products are subject to the Terms of Sale available at the following link: https://docs.carbon3d.com/files/legal/carbon-terms-and-conditions-of-sale.pdf

Carbon

Carbon, Inc.
1089 Mills Way
Redwood City, CA 94063
accountsreceivable@carbon3d.com

Invoice

Date	04/30/2025
Invoice #	73510
Terms	30 Net
Due Date	05/30/2025
PO #	PO-2357
SO #	738614

Bill To
Ample Inc. 25 Boutwell Street San Francisco, CA 94124 United States

Ship To
Ample Inc. 100 Hooper St Suite 25 San Francisco, CA 94107 United States

Item	Ship Date	Quantity	Description	Unit Price	Amount
118066-01		1	M3 Printer Subscription, Quarterly Serial #8K00V4 Subscription Start Date 10/31/2022 Period 11 of 12 Remaining	12,500.00	12,500.00

Sub Total	12,500.00
Freight	0.00
Sales Tax	1,078.13
Total (USD)	13,578.13

For USPS-mailed checks:

CARBON,INC-LOCKBOX
PO BOX 848025
LOS ANGELES, CA 90084-8025

US Domestic Wires/ACH/Direct Deposit:

Bank Name: Wells Fargo Bank, NA
Bank Address: 420 Montgomery Street. San Francisco,CA 94104
Account Name: Carbon, Inc.
Address: 1089 Mills Way, Redwood City, CA 94063
Account Number: 4629888637
ABA Routing # 121000248

Credit Card:

https://print.carbon3d.com/pay
Cards accepted: Visa, MC, AMEX, Discover, JCB, UnionPay, Diners Club.
Please note there is a 2.9% fee plus $0.30 charge per transaction.

For Courier-mailed checks Overnight only (FedEx, UPS, etc):

Lockbox Services: 848025
ATTN: CARBON,INC-LOCKBOX
3440 FLAIR DRIVE
EL MONTE,CA 91731

Carbon

Carbon, Inc.
1089 Mills Way
Redwood City, CA 94063
accountsreceivable@carbon3d.com

Invoice

Date	06/09/2025
Invoice #	74911
Terms	30 Net
Due Date	07/09/2025
PO #	PO-2357
SO #	738614

Bill To
Ample Inc. 25 Boutwell Street San Francisco, CA 94124 United States

Ship To
Ample Inc. 100 Hooper St Suite 25 San Francisco, CA 94107 United States

Item	Ship Date	Quantity	Description	Unit Price	Amount
118066-01		1	M3 Printer Subscription, Quarterly Serial #8G00X8 Subscription Start Date 09/09/2022 Period 12 of 12 Remaining	12,500.00	12,500.00

Sub Total	12,500.00
Freight	0.00
Sales Tax	1,078.13
Total (USD)	13,578.13

For USPS-mailed checks:

CARBON,INC-LOCKBOX
PO BOX 848025
LOS ANGELES, CA 90084-8025

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Bank Address: 420 Montgomery Street. San Francisco,CA 94104
Account Name: Carbon, Inc.
Address: 1089 Mills Way, Redwood City, CA 94063
Account Number: 4629888637
ABA Routing # 121000248

Credit Card:

https://print.carbon3d.com/pay
Cards accepted: Visa, MC, AMEX, Discover, JCB, UnionPay, Diners Club.
Please note there is a 2.9% fee plus $0.30 charge per transaction.

For Courier-mailed checks Overnight only (FedEx, UPS, etc):

Lockbox Services: 848025
ATTN: CARBON,INC-LOCKBOX
3440 FLAIR DRIVE
EL MONTE,CA 91731

Carbon

Carbon, Inc.
1089 Mills Way
Redwood City, CA 94063
accountsreceivable@carbon3d.com

Invoice

Date	07/31/2025
Invoice #	76637
Terms	30 Net
Due Date	08/30/2025
PO #	PO-2357
SO #	738614

Bill To
Ample Inc. 25 Boutwell Street San Francisco, CA 94124 United States

Ship To
Ample Inc. 100 Hooper St Suite 25 San Francisco, CA 94107 United States

Item	Ship Date	Quantity	Description	Unit Price	Amount
118066-01		1	M3 Printer Subscription, Quarterly Serial #8K00V4 Subscription Start Date 10/31/2022 Period 12 of 12 Remaining	12,500.00	12,500.00

Sub Total	12,500.00
Freight	0.00
Sales Tax	1,078.13
Total (USD)	13,578.13

For USPS-mailed checks:

CARBON,INC-LOCKBOX
PO BOX 848025
LOS ANGELES, CA 90084-8025

US Domestic Wires/ACH/Direct Deposit:

Bank Name: Wells Fargo Bank, NA
Bank Address: 420 Montgomery Street. San Francisco,CA 94104
Account Name: Carbon, Inc.
Address: 1089 Mills Way, Redwood City, CA 94063
Account Number: 4629888637
ABA Routing # 121000248

Credit Card:

https://print.carbon3d.com/pay
Cards accepted: Visa, MC, AMEX, Discover, JCB, UnionPay, Diners Club.
Please note there is a 2.9% fee plus $0.30 charge per transaction.

For Courier-mailed checks Overnight only (FedEx, UPS, etc):

Lockbox Services: 848025
ATTN: CARBON,INC-LOCKBOX
3440 FLAIR DRIVE
EL MONTE,CA 91731