

END-USER SOFTWARE LICENSE AGREEMENT

ATTENTION - TO BE READ CAREFULLY BEFORE RENTING, PURCHASING OR USING THE LICENSED MATERIAL

Materialise Magics – Materialise Magics Essentials – Materialise 3-matic – Materialise Build Processor (System) – Materialise MiniMagics – Materialise Magics Reporting – Materialise Streamics – Materialise Robot – Materialise Inspector – Materialise e-Stage

1 Scope and Definitions

This end-user software license agreement regulates the entire relationship between you, the Customer, and Materialise for Materialise software. The following terms shall have the following meanings:

- 1.1. **“Agreement”** means this software end-user license agreement.
- 1.2. **“Documentation”** means the technical publications prepared and delivered by Materialise to Customer relating to the correct use of the Software, such as reference and tutorial manuals.
- 1.3. **“License”** means the license(s) granted by Materialise to Customer under this Agreement.
- 1.4. **“Materialise”** means Materialise NV and its affiliated companies
- 1.5. **“Customer”** means the individual or legal entity that is holder of the license as specified in the invoice issued by Materialise or one of its distributors.
- 1.6. **“Licensed Material”** means the Software, Documentation and the media containing the Software.
- 1.7. **“Password”** means the password delivered by Materialise to Customer that allows access to install and use the Software in the form of e.g. a CC-Key or voucher.
- 1.8. **“Software”** means the computer programs in machine-readable form (object code) as specified in the invoice from Materialise or one of its distributors.

Other terms shall be defined further throughout the Agreement. By installing or otherwise using the Software you agree to be bound by the terms and conditions of this Agreement. If you do not accept the terms of this Agreement, you are not authorized to install or use the Software.

2 Delivery

The delivery is a fact from the moment that Materialise notifies Customer that the Licensed Material is placed at the disposal of Customer on the Materialise Download Web Page for installation on a computer or hosting server by Customer. The use of the Licensed Material, even partial, will be considered by law to be equal to the acceptance of the Licensed Material.

3 Commercial License (applicable for all Licenses that are not Licenses stipulated in article 4)

- 3.1. The License shall be a **Commercial License**, except if explicitly indicated otherwise on the invoice from Materialise or its Distributors. If the License is a Commercial License, Materialise grants to Customer, who accepts, a royalty-bearing, non-exclusive, non-transferable, non-sublicenseable license to install and use the Licensed Material only as authorised in this Agreement. Any other use is not allowed and shall constitute a breach of this Agreement by Customer.

3.2. License Types

- 3.2.1. **Single computer license.** Except as foreseen in section 3.2.2 (Floating license), a copy of the Software may be installed and used only on a single

computer owned, leased or otherwise controlled by Customer. A single computer is defined as one seat with one central computer unit and one keyboard in a fixed location. Unless expressly stipulated otherwise in writing, the fixed location is presumed to be the address of the Customer stated on the invoice. Neither concurrent use on two or more computers nor use in a local area network (LAN) or other network is permitted.

- 3.2.2. **Floating license.** If the Commercial License is a floating license, Customer is authorised to install a single copy of the Software on one computer and is permitted access to the Software under the following cumulative conditions:

- i. All computers (including the hosting server) are owned, leased or otherwise controlled by Customer;
- ii. The computers and hosting server are connected by a local area network (LAN) only and are located in one physical location and in one legal entity. Unless expressly stipulated otherwise in writing, the physical location is presumed to be the address of the Customer stated on the Invoice; and
- iii. Concurrent use is not permitted.

4 Demonstration, Evaluation, Academic, and Educational License

4.1. Demonstration License

- 4.1.1. If Customer is granted a Demonstration License, Materialise grants to Customer, who accepts, a royalty-free, non-exclusive, non-transferable, non-sublicenseable license to install and use the Licensed Material for **Demonstration Purposes** only. “Demonstration Purposes” means that the Software may be used by Customer in order to demonstrate the Software to potential customers in order to allow potential customers to verify whether the Software suits their needs. Any other use of the Software is excluded.

- 4.1.2. The Demonstration License shall be a single computer license. This means that a copy of the Software may be installed and used only on a single computer owned, leased or otherwise controlled by Customer. A single computer is defined as one seat with one central computer unit and one keyboard in a fixed location. Unless expressly stipulated otherwise in writing, the fixed location is presumed to be the address of the Customer stated on the invoice. Neither concurrent use on two or more computers nor use in a local area network (LAN) or other network is permitted.

- 4.1.3. If Customer fails to comply with the terms and conditions of this Agreement, and, for example without limitation, uses the Software for any other purpose other than Demonstration Purposes, Customer will purchase a Commercial License for the Software at a license fee that is equal to the then current list price of a Commercial License, increased with a penalty of 10%.

4.2. Evaluation License

- 4.2.1. If Customer is granted an Evaluation License, Materialise grants to Customer, who accepts, a



royalty-free, non-exclusive, non-transferable, non-sublicensable license to install and use the Licensed Material for **Evaluation Purposes** only. "Evaluation Purposes" means the Software may be used by the Customer in order to test whether the Software suits Customer's needs. Any other use of the Software is excluded.

4.2.2. The Evaluation License shall be a single computer license. This means that a copy of the Software may be installed and used only on a single computer owned, leased or otherwise controlled by Customer. A single computer is defined as one seat with one central computer unit and one keyboard in a fixed location. Unless expressly stipulated otherwise in writing, the fixed location is presumed to be the address of the Customer stated on the invoice. Neither concurrent use on two or more computers nor use in a local area network (LAN) or other network is permitted.

4.2.3. If the Customer fails to comply with the terms and conditions of this Agreement and, for example, without limitation, uses the Software for any other purpose other than Evaluation Purposes, Customer will purchase a Commercial License for the Software at a license fee that is equal to the then current list price of a Commercial License, increased with a penalty of 10%.

4.3. Academic License

4.3.1. If Customer is granted an Academic License, Materialise grants to Customer, who accepts, a royalty-bearing, non-exclusive, non-transferable, non-sublicensable license to install and use the Licensed Material for **Academic Purposes** only. "Academic Purposes" means research in an academic setting, or academic purposes as otherwise agreed between both Parties in writing. Any other use of the Software is excluded.

4.3.2. The Academic License shall be a floating license. This means that the Customer is authorised to install a single copy of the Software on one computer and permit access to the Software under the following cumulative conditions:

- i. All computers (including the hosting server) are owned, leased or otherwise controlled by Customer;
- ii. The computers and hosting server are connected by a local area network (LAN) only and are located in one physical location and in one legal entity. Unless expressly stipulated otherwise in writing, the physical location is presumed to be the address of Customer stated on the Invoice; and
- iii. Concurrent use is not permitted.

4.3.3. Materialise will provide one (1) Password per Academic License.

4.3.4. If Customer fails to comply with the terms and conditions of this Agreement, and for example, without limitation uses the Software for any other purpose other than Academic Purposes, Customer will purchase a Commercial License for the Software against a license fee equal to the then current list price of a Commercial License, increased with a penalty of 10%.

4.3.5. Materialise may request that:

- i. Customer makes available its facilities free-of-charge to Materialise to conduct trainings or workshops;
- ii. Customer informs students of the interest of Materialise to assist students willing to publish articles in which reference is made to the use of the Software;
- iii. Customer publishes and/or presents the results of the work, achieved by using the Software. In

all such publications and presentations, Customer shall mention that Materialise granted the right to use the Software, and refer to the Software with the appropriate trademark notices;

- iv. Customer shall provide Materialise with a copy of the publication; and
- v. Customer entitles Materialise to refer in public without restriction to the Customer as official Materialise software user.

4.4. Educational License

4.4.1. If Customer is granted an Educational License, Materialise grants to Customer, who accepts, a royalty-bearing, non-exclusive, non-transferable, non-sublicensable license to install and use the Licensed Material for **Educational Purposes** only. "Educational Purposes" means teaching and training students in an educational setting, or educational purposes as agreed otherwise between both Parties in writing. Any other use of the Software is excluded.

4.4.2. The Educational License shall be a single computer license, except if explicitly indicated otherwise. This means that a copy of the Software may be installed and used only on a single computer owned, leased or otherwise controlled by Customer. A single computer is defined as one seat with one central computer unit and one keyboard in a fixed location. Unless expressly stipulated otherwise in writing, the fixed location is presumed to be the address of the Customer stated on the invoice. Neither concurrent use on two or more computers nor use in a local area network (LAN) or other network is permitted.

4.4.3. If the Educational License is a floating license, the Customer is authorised to install a single copy of the Software on one computer and permit access to the Software under the following cumulative conditions:

- i. All computers (including the hosting server) are owned, leased or otherwise controlled by Customer;
- ii. The computers and hosting server are connected by a local area network (LAN) only and are located in one physical location and in one legal entity. Unless expressly stipulated otherwise in writing, the physical location is presumed to be the address of Customer stated on the Invoice; and
- iii. Concurrent use is not permitted.

4.4.4. If the Customer fails to comply with the terms and conditions of this Agreement, and, for example, without limitation uses the Software for any other purpose other than Educational Purposes, Customer will purchase a Commercial License for the Software against a license price equal to the then current list price of a Commercial License increased with a penalty of 10%.

4.4.5. Materialise may request that:

- i. Customer makes available its facilities free-of-charge to Materialise to conduct trainings or workshops;
- ii. Customer informs students of the interest of Materialise assist students willing to publish articles in which reference is made to the use of the Software;
- iii. Customer publishes and/or presents the results of the work, achieved by using the Software. In all such publications and presentations, Customer shall mention that Materialise granted the right to use the Software, and refer to the Software with the appropriate trademark notices; customer shall provide Materialise with a copy of the publication; and

- iv. Customer entitles Materialise to refer in public without restriction to the Customer as official Materialise software user.

5 Password

- 5.1. Access to the Software is granted by a Password associated with the computer on which the Software is installed. In the case of a floating license, the Password is associated with the hosting server.
- 5.2. Each Password has a specified validity period. On its request and provided that Customer is in full compliance with all applicable agreements, Customer will be given a new Password at the expiration of the validity period. Customer can then install and use the Software for a new validity period, as per the applicable conditions of the type of License.
- 5.3. Should the single computer or hosting server on which the Software is installed be out of order or replaced during the Password validity period, Customer can obtain a new Password for installation of the Software on another single computer or hosting server of the Customer and at the same address as the first computer, subject to the payment of a transfer fee and after having certified in writing to Materialise that the previous computer or hosting server is no longer in use. Materialise will waive the transfer fee if Customer has a valid maintenance agreement.

6 Rights of Materialise

- 6.1. Materialise, as the sole and exclusive owner of the Software, reserves the right at all times to modify the Software.
- 6.2. Materialise will have the right to verify the computer(s) or hosting server(s) on which the Software has been installed, in order to ensure compliance with this Agreement.
- 6.3. Materialise reserves the right to use data collection technology to collect technical information (including suspect files) to detect and prevent the unlicensed or illegal use of the Software. Materialise will take every reasonable measure so that only the data that may alert of an infringement will be collected. By installing and using the Software, the Customer acknowledges and agrees that Materialise may collect, disclose to third parties, store and analyze the collected information for the purposes mentioned above.
- 6.4. Materialise monitors compliance with this Agreement. If unauthorized usage of the Software is detected, this may cause the Software to operate in an incorrect or non-stable way, and data may become corrupted.
- 6.5. All right, title and interest in, and associated intellectual property rights in and to the Licensed Material are and shall remain with Materialise. This Agreement does not convey to Customer any right, title and interest in or to the Licensed Material, but only a limited right of use in accordance with the terms of this Agreement, and revocable in accordance with the terms of this Agreement.
- 6.6. Customer agrees that it shall not adapt, reverse assemble, reverse compile or otherwise translate the Software or any part thereof. Customer shall not utilize any equipment, software or other means to circumvent or remove, or try to do so, any form of technical protection used by Materialise in connection with the Software.
- 6.7. Customer agrees that it shall not assign, sublicense, transfer, pledge, lease, rent or share the rights granted under this Agreement, nor sell Licensed Material or any part or copy thereof to any third party.

7 Additional Terms – Upgrades

- 7.1. The Licensed Materials (or portions thereof) may be subject to terms that are in addition to or different from the terms set forth in this Agreement, and Customer agree to comply with such terms.
- 7.2. If Materialise makes available to Customer any additional materials associated with the Licensed Materials including without limitation any corrections, patches, updates, upgrades to, or new versions of the Licensed Materials, such additional materials (i) may include or be subject to other terms in addition to or different from the terms set forth in this Agreement, and Customer agrees to comply with such terms, or (ii) if there are no other terms for such additional materials, they will be subject to the same terms as the Licensed Materials.

8 License Fees

The License fees paid by Customer are paid in consideration of the Licenses granted. Communication of a valid Password is subject to payment of the License fees.

9 Privacy

- 9.1. By providing Materialise with its contact information, Customer agrees that Materialise may use Customer's personal data to manage its relationship with Customer and/or its company, to respond to Customer's enquiries, and to provide it with newsletters, offers and promotional materials relating to the companies of the Materialise group, its brands and the products and services Materialise offers. Materialise may share Customer's personal data with other companies of the Materialise Group for these purposes. Customer's personal data may be processed by third parties on Materialise's behalf. Customer's personal data may be processed in countries outside the EU which do not offer a similar level of data protection as the EU. If Customer has any questions, or if Customer wishes to exercise its right to access, correction or deletion of its personal data, Customer can contact Materialise at Materialise NV, Technologielaan 15, 3001 Leuven, Belgium or via privacy@materialise.be.
- 9.2. For Materialise Magics Essentials, Materialise reserves the right to use data collection technology to collect information to determine the location of use of the Software, for pricing determination purposes only. By installing and using the software, Customer acknowledges and agrees that Materialise may collect, disclose to third parties, store and analyze the collected information for the purposes mentioned above.

10 Term and Termination

- 10.1. This Agreement and the Licenses granted become effective upon the earliest the following moments to occur: (i) the delivery of the Licensed Material by Materialise or its distributors; (ii) the delivery of the first Password by Materialise or its distributors; (iii) the first installation of the Software; or (iv) the first use of the Software (each an "Effective Date").
- 10.2. The Software will be licensed on an annual, perpetual, or other time period basis, or on a pay-per use basis. Unless explicitly indicated otherwise, the License shall be an annual license.
- 10.3. Demonstration and Evaluation Licenses are granted for 30 days, unless explicitly agreed otherwise between Materialise and Customer.



- 10.4. If Customer is granted a **perpetual license**, the License shall continue until terminated. If Customer is granted an **annual license**, the Customer is entitled to use the Software for a period of 12 consecutive months. Annual licenses will be automatically renewed every year for 12 months, unless terminated in writing by either party at least 3 months before the expiration date of the running License. An invoice covering the new license charge will be sent to Customer at the beginning of each new license period. A renewed License starts at the end date of the previous License. If Customer is granted a **License for another agreed limited period**, the License shall continue until the specified date of termination. If Customer is granted a **pay per use license**, Customer is entitled to use the Software for the agreed limited number of usages and during a period of 12 continuous months as of the Effective Date.
- 10.5. Licenses for Materialise Magics Essentials shall be monthly or annual. Materialise may grant Customer an initial royalty free license period. In this case, the royalty bearing license period, monthly or annual as agreed, will start automatically upon the expiry of such free period, unless either party cancels the renewal before the expiration date of the initial royalty free license. The monthly and annual licenses will be automatically renewed every month or year for 1 month or 12 months respectively, unless either party cancels the renewal before the expiration date of the running license. Customer can benefit only once from a royalty free license period. For the avoidance of doubt, the terms of this agreement also apply during any royalty-free license periods.
- 10.6. Customer may terminate this Agreement at any time by returning or destroying any Licensed Material in its possession. No refund of any amount paid will be made, except as granted in accordance with section 12 Warranty of this Agreement.
- 10.7. Materialise may terminate this Agreement upon breach by Customer of any provision of this Agreement. In case of termination of this Agreement, the License granted will immediately be revoked.
- 10.8. Demonstration and Evaluation Licenses can be terminated by Materialise at its sole discretion at any time if Customer fails to comply with the terms and conditions of this Agreement, or if Materialise has serious reason to believe that this is the case.
- 10.9. Upon termination or expiration of the License, the Customer shall (i) stop using the Licensed Materials; and (ii) return or destroy (at the sole discretion of Materialise) all Licensed Materials. Upon termination or expiration of the License, the Software will automatically become non-functional.

11 Maintenance

- 11.1. Unless a maintenance agreement or customer service agreement is agreed and active, Materialise shall have no obligation to provide any maintenance or support services to the Customer. All efforts undertaken by the Customer or a third party in providing assistance shall be at Customer's own expense.
- 11.2. Maintenance (the "**Maintenance**") includes support (by e-mail), bugfixes and upgrades of the purchased modules. Depending on the Software, it may also include an emergency password replacement service. Emergency passwords are valid for one week and can be requested maximum three times per year. Maintenance also allows the transfer of the software to another computer of hosting server of the Customer and to a computer located at the same address as the first computer without a transfer fee being due, in

accordance with section 5.3. Upon unreasonable support requests, Materialise can ask the customer to follow a paid training first before giving further support. Maintenance for Materialise Streamics and Materialise Robot (where applicable) is further specified in the customer service agreement.

- 11.3. For **annual** licenses, the Maintenance is included in the annual license fee. For **perpetual** licenses, a Maintenance contract of one year is included in the license fee. The Maintenance contract shall become effective on the Effective Date and will be renewed automatically every year for one year, unless terminated in writing by either party at least three months before the expiration date of the running Maintenance contract. An invoice covering the new Maintenance charge will be sent to the Customer at the beginning of each Maintenance contract. A new Maintenance contract starts at the end date of the previous Maintenance contract. Gaps between Maintenance periods must be filled up in order to take a new maintenance contract. The charge for the Maintenance is a percentage of the applicable list price for the Software, and is thus subject to change. Modifications to the Maintenance charge shall be applied only for contract periods that have not yet commenced. The Maintenance charge is payable in accordance with the Materialise general sales terms and conditions unless explicitly agreed otherwise.
- 11.4. For Materialise Magics Essentials, Maintenance is included in the license fee.
- 11.5. There is no Maintenance for Demonstration and Evaluation Licenses.

12 Warranty

- 12.1. For **Commercial Licenses**, Materialise warrants for Customer's benefit alone that the Licensed Material is free from defects in material and workmanship for a period of ninety (90) days from the Effective Date (the "**Warranty Period**"). Materialise further warrants for Customer's benefit alone that during the Warranty Period the Software shall operate substantially in accordance with the functional specifications in the Documentation. If during the Warranty Period, it appears that any part of the Software does not function in accordance with its specifications, Customer may return the Licensed Material to Materialise for replacement or refund of the paid license fee, at Customer's choice. Customer agrees that the foregoing constitutes its sole and exclusive remedy for breach by Materialise of warranties made under this Agreement. Except for the warranties set forth above, and in the case of a Materialise Streamics license and in the case of a Materialise Magics Essentials license, the Licensed Material is licensed "AS IS", and Materialise disclaims any and all other warranties, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose or non-infringement and warranties created by a course of dealing or performance or a trade usage.
- 12.2. For **Educational and Academic Licenses**, Materialise warrants for Customer's benefit alone that during the Warranty Period the Software shall perform substantially in accordance with the functional specifications in the Documentation. Materialise's sole obligation under this warranty shall be to use its best efforts to correct errors in the Software. Except for the warranties set forth above, the Licensed Material is licensed "AS IS", and Materialise disclaims any and all other warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, or non-infringement and warranties created



by a course of dealing or performance or a trade usage.

- 12.3. For **Demonstration and Evaluation Licenses**, the Licensed Material is provided "AS IS" and with no warranties of any kind, whether express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, or non-infringement and warranties created by a course of dealing or performance or a trade usage.

13 Limitation of Liability

- 13.1. Neither party shall be liable for any indirect, incidental, special or punitive damages of any kind, including but not limited to (i) lost profits, (ii) inability to use the Software, (iii) loss of data or (iv) business interruptions even if informed of the likelihood of such damages and even if the limited remedies herein fail their purpose, and damages suffered due to the failure to respect Materialise's suggestions or recommendations concerning the Software.
- 13.2. The liability of any party for damages under this agreement shall in any event be limited to actual amounts paid in the last twelve months by Customer to Materialise under this Agreement. Neither party shall be liable in case of force majeure. Force majeure implies any circumstance beyond the control of the party – even if this circumstance was foreseeable at the time the agreement was concluded – which permanently or temporarily prevents fulfillment of the agreement.

14 Miscellaneous

- 14.1. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included, but without invalidating any of the remaining provisions of this agreement.
- 14.2. No Waiver. The failure of any party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 14.3. No Assignment. Customer shall not assign its rights under this agreement to any third party.
- 14.4. Compliance. Customer shall at all times comply with all applicable U.S., E.U. and national export control and trade sanctions laws, rules and regulations ("**Export Control Laws**") where Customer operates or is located. Customer warrants and represents to Materialise that it (i) shall not use, share, make available, sell, modify, reverse engineer or distribute any Licensed Material in a manner that infringes any Export Control Laws and (ii) shall monitor changes and verify continued compliance with amended or updated Export Control Laws.
- 14.5. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the registered office of Materialise NV. Any dispute shall be submitted to the exclusive jurisdiction of the courts of the registered office of Materialise NV.