

PLEASE READ THESE TERMS AND CONDITIONS (THESE “TERMS” OR “AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY MATERIALIZE, INC. (“MATERIALIZE,” “WE,” “US,” OR “OUR”). BY ACCESSING OR USING THE SERVICES, OR BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU (“YOU” OR “YOUR”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS AND CONDITIONS. YOUR AND YOUR COMPANY’S (COLLECTIVELY, “CUSTOMER”) CONTINUED USE OF THE SERVICES SHALL ALSO CONSTITUTE ASSENT TO THESE TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO AGREE AND/OR ENTER INTO THIS AGREEMENT AND BIND YOURSELF OR THE ENTITY YOU REPRESENT (AS APPLICABLE) TO THESE TERMS.

LAST UPDATED: June 6, 2023

TERMS AND CONDITIONS

1. DEFINITIONS.

“Affiliates” means (a) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (b) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party, or (c) an entity which is under common control with a party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.

“Authorized Users” means designated employees and contractors of Customer.

“Customer Data” means any data or data files that are uploaded or provided by or on behalf of Customer for processing in the Services.

“Documentation” means Materialize’s official user documentation located at www.materialize.com/docs, including any updates provided or made available by Materialize from time to time.

“DPA” means the Materialize Data Processing Addendum available at <https://materialize.com/data-processing-addendum/>.

“Order Form” means the Materialize ordering document or online subscriptions page referencing these Terms and specifying the Services to be provided hereunder that is entered into between Customer and Materialize. For the avoidance of doubt, any online order form which you submit via Materialize’s standard online process and which is accepted by Materialize shall be deemed to be entered into by Customer and Materialize.

“Personally Identifiable Information” or “PII” means any and all data or information relating to an identifiable individual who is or can be identified directly or indirectly from such data or information.

“Platform” means Materialize’s software-as-a-service platform.

“Services” means the Platform and any other products or services provided by or on behalf of Materialize, including as may be mutually agreed to by the parties in an Order Form.

“Third Party Services” means any data, vendors, hosting partners, application programming interfaces (APIs), networks, and/or other services, applications and/or software operated or provided by third parties that are made available by or on behalf of Customer or to Customer, that interoperate with the Services, and that are subject to an independent agreement or supplemental terms to these Terms.

“Usage Data” means usage or operational data collected or generated by Materialize in connection with the provision of the Services or specific Services functionality (e.g., query logs, metadata or feature usage information). For the avoidance of doubt, Usage Data does not include any Customer Data.

2. MATERIALIZE SERVICES.

2.1 Order Forms. Each Order Form entered into by Customer and Materialize shall be incorporated into and form a part of this Agreement. Any change to the terms of this Agreement within an Order Form will apply only to the Services described therein. Customer may enter into Order Forms on behalf of its Affiliates, provided that Customer shall remain responsible for all obligations under such Order Forms.

2.2 Services. Subject to all terms and conditions of this Agreement, Materialize will provide Customer with access to the Services described in an applicable Order Form. Customer acknowledges that use of the Platform and certain other Services may be subject to additional policies, rules and/or conditions not expressly set forth herein (“Additional Terms”), including without limitation Additional Terms set forth in an applicable Order Form, all of which are incorporated herein by reference, and understands and agrees that by using or participating in any such Services, Customer agrees to also comply with these Additional Terms. Subject to all terms and conditions of this Agreement, Materialize grants Customer and each Authorized User a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Platform solely for Customer’s internal business purposes in accordance with the Documentation for the applicable term of the Order Form.

2.3 Access and Account Setup. Materialize will provide Customer with access privileges that permit Customer to access and manage its Platform account (“Customer Account”) and access, analyze and download Customer Data. Customer will identify an administrative user name and password that will be used to set up Customer’s account. Customer may not create any accounts by automated means or under false or fraudulent pretenses. Customer must provide accurate and complete information and keep the Customer Account information updated. Customer is solely responsible for the activity that occurs on the Customer Account, and for keeping the Customer Account password secure. Customer may never use another person’s (including an Authorized

User's) user account or registration information for Materialize's Services without permission. Customer must notify Materialize immediately of any discovered or otherwise suspected breach of security or unauthorized use of the Customer Account. Customer will cooperate with Materialize in establishing a password or other procedures for verifying that only Authorized Users have access to the Services. Customer shall be responsible for the acts or omissions of any person (including any Authorized User) who accesses the Platform using passwords or access procedures provided or created by Customer.

2.4 Third Party Services. Customer acknowledges and agrees that Materialize is not and will not be liable or responsible for any Third Party Services, and that Customer is solely responsible for obtaining any and all rights necessary for it to access and use Third Party Services and for complying with any applicable terms or conditions thereof. Materialize does not make any representations or warranties with respect to Third Party Services.

2.5 Modifications. Materialize reserves the right to modify or discontinue the Platform (in whole or in part) or any other Service at any time, provided that in the event such modification or discontinuance materially reduces the functionality of the Services in accordance with this Agreement, Customer may terminate this Agreement upon at least fifteen (15) days' prior written notice to Materialize and receive a pro-rated refund of any pre-paid Fees (as defined below). If Materialize provides Customer with any upgrades, patches, enhancements or fixes for the Services, then the items that are provided will become part of the Services and subject to this Agreement. However, Materialize shall have no obligation under this Agreement to provide any upgrades, patches, enhancements, or fixes to Customer for the Services.

2.6 Feedback. All Customer or Authorized User input regarding the Services, including, without limitation, (a) suggestions for correction, change or modification to the Platform, (b) evaluations, (c) benchmark tests, and (d) other feedback, information and reports regarding the Services provided to Materialize hereunder (collectively, "Feedback"), will be the property of Materialize and Customer shall and hereby does assign (and shall cause any Authorized User to assign) any rights in such Feedback to Materialize.

2.7 Cooperation. Customer acknowledges that the Services may require the reasonable cooperation of Customer personnel (including Authorized Users), as may be requested by Materialize from time to time. Without limiting the foregoing, where agreement, approval, acceptance, consent or similar action by Customer or an Authorized User is required by any provision of this Agreement, such action shall not be unreasonably delayed, conditioned or withheld, and Customer acknowledges that any delay or failure on the part of Customer or any Authorized User to provide the same will relieve Materialize of its obligations under any Order Form for the pendency of such delay or failure.

2.8 Security. Materialize has implemented and shall maintain security measures designed to protect Customer Data as set forth in its Security Overview, available at <https://materialize.com/security-overview/>.

2.9 Trial Services. Materialize may, in its sole discretion, make the Services (or some portion thereof) available to Customer on a trial basis for a limited time without Customer entering into an Order Form with Materialize ("Trial Services"). Customer acknowledges and agrees that

Customer (and its Authorized Users) may only access and use Trial Services in accordance with this Agreement and the Documentation as well as Materialize's Free Trial Terms, and that Materialize may (with or without notice to Customer) suspend Customer's right to access and use the Trial Services and terminate this Agreement at any time in Materialize's sole discretion. Customer further acknowledges that Materialize may delete all Customer Data in its systems or otherwise in its possession or under its control at any time following termination of this Agreement. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, ANY AND ALL TRIAL SERVICES ARE PROVIDED BY MATERIALIZE "AS-IS" AND AS AVAILABLE, WITHOUT WARRANTIES OR ASSURANCES OF ANY KIND, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, MATERIALIZE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE TRIAL SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, MATERIALIZE DOES NOT WARRANT THAT THE TRIAL SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR GUARANTEE ANY RESULTS, OUTCOMES, OR CONCLUSIONS OR THAT TRIAL SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ACCESS TO AND/OR USE OF TRIAL SERVICES IS AT CUSTOMER'S SOLE RISK.

3. PROPRIETARY RIGHTS.

3.1 Customer Data; Customer Data Limitations. Customer hereby grants (and shall cause each Authorized User to grant) to Materialize a worldwide, non-exclusive, royalty-free license to use, copy, access, process, reproduce, perform, display, modify, distribute and transmit the Customer Data for the purpose of providing the Services to Customer. Except for the limited rights and licenses expressly granted to Materialize under this Agreement, no other license is granted, no other use is permitted and Customer shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the Customer Data. Customer represents, warrants and covenants that, unless otherwise agreed upon in writing by the parties, it will not provide, submit, upload or otherwise make available to the Services any (a) protected health information, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA); or (b) credit or payment card data subject to the Payment Card Industry Data Security Standard (PCI-DSS), as amended from time to time by the Payment Card Industry Security Standards Council.

3.2 Usage Data. Customer agrees that Materialize has a perpetual, worldwide, non-exclusive, irrevocable right and license to use, store, copy, create derivatives, and archive Usage Data (a) to create anonymized compilations and analyses of Usage Data that is combined with data from numerous other customers ("Aggregate Data"); (b) to create reports, evaluations, benchmarking tests, studies, analyses and other work product from Usage Data ("Analyses"); and (c) to create, develop, enhance algorithms, machine learning and other generally available tools in connection with the Platform and otherwise operate, improve, analyze and provide the Services using anonymized Usage Data. Materialize shall have exclusive ownership rights to, and the exclusive right to use, such Aggregate Data and Analyses for any purpose, including, but not limited to benchmarking, product improvement and marketing to other customers and prospective customers of the Services; provided in each case, however, that Materialize shall not distribute Aggregate

Data and Analyses in a manner that is attributable to Customer or any Authorized User or individual.

3.3 Limited License. Except for the limited rights and licenses expressly granted to Customer and each Authorized User hereunder, no other license is granted, no other use is permitted and Materialize (and its licensors) shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the Services, including all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information that are used by Materialize in providing the Services, and all Materialize trademarks, names, logos, all rights to patent, copyright, trade secret and other proprietary or intellectual property rights. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Customer (and its licensors and Authorized Users) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to Customer Data, which shall be deemed to be the Confidential Information (defined below) of Customer.

3.4 Restrictions. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (a) use any of Materialize's Confidential Information to create any service, software, documentation or data that is similar to or competes with any aspect of the Services; (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Services, or the underlying ideas, algorithms or trade secrets therein; (c) use the Documentation for any reason other than in connection with the Services; (d) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party; (e) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services; (f) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; (g) use the Services in any manner that infringes or violates the intellectual property rights or any other rights of anyone else (including Materialize); (h) use the Services in any manner that violates the security of any computer network, or cracks any passwords or security encryption codes, or that interferes with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (i) use, employ, or operate a computer program to simulate the human behavior of a user, or other similar forms of automation, to engage in any activity or transaction on the Services; or (j) permit any third party (including any Authorized User) to engage in any of the foregoing proscribed acts. Customer must use the Services in compliance with all applicable Acceptable Use Policies, laws and all Services- or feature-specific rules that Materialize may specify. Customer shall not, directly or indirectly, use the Services in any manner for which they were not designed or contemplated, or permit any third party (including any Authorized User), to do so.

3.5 Data Processing Addendum. Customer and Materialize agree to comply with the DPA, which is hereby incorporated into these Terms by reference.

4. CONFIDENTIALITY.

4.1 Confidentiality Obligations. During the term of this Agreement, from time to time, either party may disclose (the “Disclosing Party”) or make available to the other party (the “Receiving Party”), whether orally, electronically or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products or services in connection with this Agreement (together, “Confidential Information”). Confidential Information of each party includes, without limitation, business plans, customer relationships, acquisition plans, systems architecture, information systems, computer programs and codes, processes, methods, operational procedures, finances, budgets, policies and procedures, product plans, projections, analyses, plans or results, the existence of any business dealings or agreements between Customer and Materialize, and any other information which is normally and reasonably considered confidential. Each party agrees that during the term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purposes of this Agreement; and (b) it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party’s employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party’s written consent. Except as otherwise set forth in this Agreement, upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party.

4.2 Confidentiality Exclusions. For purposes hereof, Confidential Information will not include any information that the Receiving Party can establish by convincing written evidence: (a) was previously known by the Receiving Party; (b) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (c) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (d) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

4.3 Required Disclosures. Nothing herein shall prevent a Receiving Party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided that prior to any such disclosure, the Receiving Party shall use reasonable efforts to (a) promptly notify the Disclosing Party in writing of such requirement to disclose and (b) cooperate with the Disclosing Party in protecting against or minimizing any such disclosure or obtaining a protective order.

5. PAYMENTS.

5.1 Fees and Payment Terms. Certain of our Services may be subject to payments now or in the future (the “Paid Services”). Please note that any payment terms contained in an Order Form or otherwise presented to Customer in the process of using or signing up for a Paid Service are deemed part of these Terms. Customer agrees to pay Materialize or its authorized designee all fees and expenses in the amounts and at the times specified in the applicable Order Form (the “Fees”). Except as otherwise set forth in an Order Form, all amounts due hereunder will be paid by Customer upon receipt of invoice in U.S. dollars. If Materialize or its authorized designee (either directly or through a third-party payment processor (“Payment Processor”), as applicable) does not receive payment from Customer, Customer agrees to pay all amounts due on its Customer

Account upon demand. Customer acknowledges that, pursuant to Section 9.3 of these Terms, Materialize may terminate this Agreement upon any failure by Customer to make timely payment hereunder, and that in such event, Materialize may delete all Customer Data in its systems or otherwise in its possession or under its control at any time. Customer further acknowledges that the amount billed each month may vary depending on Customer's use of the Paid Services, and that the Fees may change or increase if Customer's use of the Services exceeds the amount of usage purchased or subscription periods set forth in an applicable Order Form.

5.2 Billing. For Customers using a credit or debit card to pay Materialize for the Paid Services, we use our Payment Processor to bill Customers through a payment account designated in an applicable Order Form or otherwise linked to the Customer's account on the Services (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the applicable Payment Processor in addition to these Terms. Currently, we use Stripe, Inc. as our Payment Processor. You can access Stripe, Inc.'s Terms of Service at <https://stripe.com/legal/spc>. We are not responsible for any error by, or other acts or omissions of, any Payment Processor. By choosing to use a credit or debit card to pay for the Paid Services, Customer agrees to pay Materialize or its authorized designee, through the applicable Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and authorizes Materialize or its authorized designee, through the applicable Payment Processor, to charge your chosen payment provider (your "Payment Method"). Except as otherwise set forth in an applicable Order Form, Customer agrees to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that a Payment Processor makes even if it has already requested or received payment. The terms of Customer's payment will be based on Customer's Payment Method and may be determined by agreements between Customer and the financial institution, credit card issuer or other provider of your chosen Payment Method, and if applicable, Customer's agreements with a Materialize-authorized distributor, referral partner or reseller selling the Paid Services to Customer. If timely payment is not received from Customer, Customer agrees to pay all amounts due on Customer's Billing Account upon demand. Customer agrees that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

5.3 Recurring Billing. Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by Customer. By choosing a recurring payment plan, Customer acknowledges that such Paid Services have an initial and recurring payment feature and accepts responsibility for all recurring charges prior to cancellation.

To change or resign Paid Services at any time, Customers should go to their online subscriptions page or email Materialize at sales@materialize.com. Subject to any limitations or restrictions in an applicable Order Form (including, e.g., applicable expiration dates for usage credits purchased), if Customer terminates a Paid Service before Customer has fully used or consumed such Paid Service, Customer may use such Paid Service until consumed; however, Customer will not be eligible for a prorated refund of any portion of the Fees paid for such Paid Service.

Customer's non-termination or continued use of a Paid Service reaffirms that Materialize or its authorized designee is authorized to charge Customer's Payment Method for that Paid Service. Materialize or its authorized designee may submit those charges for payment and Customer will

be responsible for such charges. This does not waive Materialize's right to seek payment directly from Customer. Customer's charges may be payable in advance, in arrears, per usage, or as otherwise described when Customer initially selected to use the Paid Service.

5.4 Late Payment. Any amount not paid when required to be paid under this Agreement shall accrue interest at the rate of one and one-half percent (1.5%) per month or at the highest amount permitted by applicable law (if lower). For payments that are late, without limiting Materialize's other rights and remedies, Materialize may suspend Customer's access to the Services until payment in full has been made.

5.5 Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the Services under this Agreement and all Order Forms, excluding Taxes based solely on Materialize's net income. If Materialize is deemed to have the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Materialize with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. WARRANTIES AND DISCLAIMERS.

6.1 General. Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

6.2 Customer. Customer represents and warrants to Materialize that (a) Customer owns all rights, title and interest in and to the Customer Data, or that Customer has otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access, use and distribution thereof as contemplated by this Agreement; (b) the provision of any Customer Data hereunder, and Materialize's use of the Customer Data as authorized in this Agreement, does not and will not violate any applicable laws, rules or regulations; and (c) Customer shall not permit any person who is a Specially Designated National (SDN) and Blocked Person or otherwise included on the Foreign Sanctions Evaders List maintained by the United States Treasury Department's Office of Foreign Asset Control (OFAC) or who resides in a country that is the target of countrywide or territorial sanctions imposed by the United States to access or use the Services in any manner.

6.3 Materialize. Materialize warrants that the Services will operate materially in accordance with the Documentation during the term of the applicable Order Form. In the event that the Services fail to satisfy this warranty, Materialize will, at its own expense, as Customer's sole and exclusive remedy, either: (a) promptly replace the Services with a solution that materially conforms to the

Documentation; or (b) promptly repair the Services so that they materially conform to the Documentation.

6.4 Disclaimers. EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, MATERIALIZE DOES NOT WARRANT THAT THE PLATFORM, SERVICES OR DOCUMENTATION WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, MATERIALIZE HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PLATFORM, SERVICES AND DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. INDEMNIFICATION.

7.1 Materialize. Materialize agrees to (a) defend Customer against any claim by an unaffiliated third party that the Services infringe the intellectual property rights of such third party and (b) indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim. If the Services become or, in Materialize's opinion, are likely to become the subject of any injunction preventing its use as contemplated herein, Materialize may, at its option (i) obtain for Customer the right to continue using the Service or (ii) replace or modify the infringing portions of the Services so that it becomes non-infringing without substantially compromising its principal functions. If (i) and (ii) are not reasonably available to Materialize, then it may (iii) terminate this Agreement upon written notice to Customer and refund to Customer any pre-paid Fees for unused Services on a pro-rata basis. The foregoing indemnification obligations do not apply with respect to any Services or portions or components thereof to the extent any claim is based upon (1) any use of the Platform or other Services not strictly in accordance with this Agreement or in an application or environment for which it was not designed or contemplated, (2) modifications, alterations, combinations or enhancements to the Services not created by or for Materialize or expressly authorized in writing by Materialize, (3) any portion of the Services that implements Customer's requirements, (4) Customer's or any Authorized User's continuing allegedly infringing activity after being notified thereof or its continuing use of any version after being provided modifications that would have avoided the alleged infringement or (5) any intellectual property right in which Customer, any of its Affiliates or any Authorized User has an interest ((1) through (5), collectively, the "Excluded Claims"). This Section 7.1 states the entire liability of Materialize, and Customer's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Platform or any other Services, any part thereof or their use or operation.

7.2 Customer. Customer agrees to indemnify, defend and hold Materialize harmless against any claim by an unaffiliated third party that is related to (a) Materialize's authorized use of any Customer Data or Authorized User Data, (b) Customer's breach of Section 3.4 or any representation or warranty made by Customer herein, (c) any Excluded Claims, or (d) Customer's violation of any applicable law or third party rights.

7.3 Procedure. Any claim for indemnification under this Section 7 is contingent upon the indemnified party providing: (a) prompt written notice of the liability and reasonable cooperation, information and assistance in connection therewith (except that failure to do so shall only excuse the indemnifying party from its obligations to the extent such failure materially prejudiced the defense of the claim); and (b) the indemnifying party with the sole control and authority to defend, settle or compromise such liability, provided that the indemnified party may participate in such defense at its sole cost. The indemnifying party will not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party written consent.

8. LIMITATION OF LIABILITY.

EXCEPT FOR BREACHES OF CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS HEREUNDER OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID AND PAYABLE TO IT HEREUNDER DURING THE PREVIOUS 12 MONTHS ("GENERAL LIABILITY CAP"), PROVIDED THAT WITH RESPECT TO BREACHES OF CONFIDENTIALITY RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, MATERIALIZE'S AGGREGATE LIABILITY (FOR DAMAGES OR OTHERWISE) SHALL IN NO EVENT EXCEED TWO TIMES (2X) THE AMOUNTS PAID AND PAYABLE TO MATERIALIZE HEREUNDER DURING THE PREVIOUS 12 MONTHS ("DATA PROTECTION CAP"). THE FOREGOING LIMITATIONS APPLY TO THE PARTIES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. FOR CLARITY, THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CAP SHALL NOT BE DEEMED TO BE CUMULATIVE, AND MATERIALIZE SHALL NOT BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CAP. FURTHER, NOTWITHSTANDING ANYTHING IN THE FOREGOING, MATERIALIZE'S TOTAL LIABILITY (FOR DAMAGES OR OTHERWISE) IN CONNECTION WITH TRIAL SERVICES SHALL UNDER NO CIRCUMSTANCES EXCEED \$500 (FIVE HUNDRED DOLLARS).

9. TERM AND TERMINATION.

9.1 Term of Agreement. This Agreement shall commence upon acceptance of these Terms by Customer, and shall continue for the term set forth in an applicable Order Form, unless earlier terminated as provided herein or in such Order Form, or if Customer and Materialize have not entered into an Order Form, until terminated by Materialize. In the event that the parties have entered into an Order Form which does not set forth a term, this Agreement shall commence on the effective date set forth in an Order Form and, unless earlier terminated as provided herein, shall

continue for one (1) year from such date, which term shall automatically renew for successive terms of one (1) year each, unless Customer notifies Materialize of its intent not to renew this Agreement at least sixty (60) days prior to the end of the applicable term.

9.2 Termination for Breach. Without limiting any termination rights set forth in an Order Form or elsewhere in these Terms, either party may terminate this Agreement immediately in the event the other party commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of notice of material breach.

9.3 Termination for Cause. Without limiting any termination rights set forth in an Order Form or elsewhere in these Terms, Materialize may terminate this Agreement immediately (a) in the event of Customer's unauthorized use of the Services or Software (including breach of Section 3.4 of these Terms), (b) if Customer fails to make timely payment to Materialize, or (c) if Customer violates Section 4 of these Terms.

9.4 Effects of Termination. Upon any expiration or termination of any Order Form or this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including all payment obligations) shall survive; (b) Customer shall cease using the Services (if Customer or an Authorized User continues to access and use the Services, then Materialize reserves the right to continue to charge Customer); and (c) the provisions of Sections 1 (Definitions), 2.6 (Feedback), 3 (Proprietary Rights), 4 (Confidentiality), 5 (Payments), 6.4 (Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions) and this Section 9.4 shall survive. Customer acknowledges that Materialize may delete all Customer Data in its systems or otherwise in its possession or under its control at any time following termination of this Agreement.

9.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Materialize may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform and Services if Materialize reasonably determines that (a) Customer's or any Authorized User's use disrupts or poses a security risk to Materialize's intellectual property rights or any other customer or Authorized User's use of the Platform or Services, (b) Customer or any Authorized User is/are using the Platform or Services for fraudulent or illegal activities, or (c) Materialize's provision of the Platform and Services to Customer or any Authorized User is prohibited by applicable law (each, a "Service Suspension"). Materialize will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

10. GENERAL PROVISIONS.

10.1 Entire Agreement. This Agreement (including any and all Order Forms) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. In the event any terms or conditions of these Terms conflict with the terms and conditions of any Order Form, the terms and conditions of the Order Form shall control to the extent of the conflict. This Agreement supersedes any vendor forms, order forms, invoices, policies, or other terms and

conditions provided by Customer. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a electronic copy shall have the same force and effect as execution of an original, and a electronic signature shall be deemed an original and valid signature. No change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Unless expressly waived by Materialize in writing, exclusive jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in New York having jurisdiction over Materialize's offices, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding to enforce this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

10.3 Remedies. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 3 or 4, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

10.4 Notices. All notices under this Agreement will be in writing, in English and delivered to the parties at their respective addresses stated in an Order Form or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

10.5 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control including, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood, strike, war, insurrection, riot, pandemic, act of God or the public enemy, failures in any telecommunications, network or other service or equipment that are not within a party's reasonable control, unauthorized access, breach of firewalls or other hacking by third parties, instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement), the affected party's performance shall be excused or extended for the period of delay or inability to perform due to such occurrence.

10.6 Publicity. Customer hereby grants Materialize the right to use Customer's name verbally and Customer's name and logo in writing to identify Customer as a customer of Materialize.

10.7 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld, conditioned or delayed. However, without consent, either party may assign this Agreement in its entirety to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise), and Materialize may assign this Agreement to an Affiliate. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of each party hereto.

10.8 Third Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, Customer and Materialize. This Agreement will not be deemed to create any rights in third parties or to create any obligations of a party to any third parties, except as may otherwise be expressly set forth in an Order Form.

10.9 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.