



## SOFTWARE ALPHA TESTING AGREEMENT

### ATTENTION - TO BE READ CAREFULLY BEFORE USING THE SOFTWARE

Use of the software (the **"Software"**) developed by Materialise NV, headquartered in Technologielaan 15, 3001 Leuven, Belgium (**"Materialise"**) is subject to acceptance of this software alpha testing agreement (the **"Agreement"**).

"Software": Materialise 3-matic – Materialise Mimics

By clicking the "I Agree" button or otherwise commencing use of the Software, you as the **"Participant"**, with the power to legally represent your company, confirm that you agree to test the Software and to keep Materialise aware of the test results, in accordance with this Agreement.

#### 1. Software

Materialise shall provide the Participant with a copy of the Software and necessary documentation and instruct the Participant on how to use it and what test data is desired by Materialise. Materialise has no obligation to develop or provide any updates or revisions to the Software, and Materialise reserves the right to alter or adjust performance specifications for the Software as it deems necessary or desirable.

#### 2. License

Materialise hereby grants Participant a non-exclusive, non-transferable, non-sublicenseable license to use the Software solely for the purpose of evaluating and testing the Software for Materialise.

The Software may not be publicly disclosed, sublicensed, sold, assigned, leased, loaned, or otherwise transferred by Participant to any third party for any reason.

The Software may be used only on a single computer (one seat with one central unit, one display and one keyboard) owned, leased or otherwise controlled by the Participant. Neither concurrent use on two or more computers nor use in a local area network or other network is permitted.

#### 3. Obligations of Participant

Participant agrees to familiarize itself with the Software and the documentation information provided by Materialise and to only use or test the Software as directed.

Participant agrees to test and evaluate the Software under normally expected operating conditions in Participant's environment during the test period. Participant will notify Materialise of any and all functional flaws, errors, anomalies, and problems directly or indirectly associated with the Software known to or discovered by Participant. In addition, Participant agrees to provide Materialise with such reports as agreed upon with Materialise, and to promptly respond to any and all reasonable inquiries, questionnaires, surveys, and other test documents submitted to Participant by Materialise.

Participant shall allow Materialise access to the Software for inspection, modifications and maintenance.

Participant agrees to pay all incidental costs associated with the testing of the Software and incurred during Participant's possession of the Software.

#### 4. Proprietary Rights

The Software provided by Materialise, and all copies thereof, are proprietary to, the property of and a valuable trade secret of Materialise. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Software are and will remain in Materialise and Participant shall have no such intellectual property rights in the Software.

The Software is entrusted to the Participant only for the purpose of testing the Software as set forth in this Agreement. This agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in the Software or Materialise's trade secrets to the Participant. The Participant may not sell or transfer any portion of the Software to any third party or use the Software in any manner to produce, market or support its own products.

Participant may not copy or reproduce the Software or any documentation without Materialise's prior written consent, except as reasonably needed to perform its obligations hereunder and subject to the following restrictions. Each copy of Software or documentation made by Participant must contain Materialise's proprietary and copyright notices in the same form as on the original. Participant shall not remove or deface any portion of any legend provided on any part of the Software. The Participant shall not identify the Software as coming from any source other than Materialise.

Participant shall not reverse engineer, alter, modify, disassemble or decompile the Software, or any part thereof, without Materialise's prior written consent.

Any feedback, ideas, modifications, suggestions, improvements, and the like made by Participant with respect to the Software (the **"Supportive Information"**) will be the property of Materialise. Participant agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Supportive Information and the related intellectual property rights to Materialise and agrees to assist Materialise, at Materialise's expense, in perfecting and enforcing such rights. Materialise may disclose or use Supportive Information for any purposes whatsoever without any obligation to Participant.

Participant agrees to secure and protect the Software, all copies thereof, the Supportive Information and any related documentation in a manner consistent with the maintenance of Materialise's rights therein and to take appropriate actions by instruction or agreement with any of its employees or agents permitted access thereto to satisfy its obligations hereunder.



## 5. Confidentiality

Participant acknowledges that as an alpha tester, Participant may have access to, and Materialise may disclose to Participant, certain valuable information belonging to and relating to Materialise which Materialise considers confidential, including, but not limited to, information concerning the Software, the Supportive Information, the Software's trademark(s) and trade name(s), computer programs, user manuals, sales and marketing plans, business plans, processes, customer lists, and other trade secrets (the "**Confidential Information**").

The Participant shall:

- (i) use the Confidential Information solely for testing purposes as set forth in this Agreement and only until the date of termination or expiration of this Agreement.
- (ii) maintain the Confidential Information confidential during the term of this Agreement and for a period of three (3) years after the term of this Agreement.
- (iii) limit the internal dissemination of the Confidential Information within its own organization only to those individuals who need to know such information for the purpose of the agreed-upon testing, and shall ensure that its employees observe the confidentiality obligations in this section 5.
- (iv) safeguard the Confidential Information with the same degree of care normally afforded such Confidential Information in the Participant's custody or control, but in no event less than a reasonable care.
- (v) not disclose that it is evaluating or testing or has evaluated or tested the Software to any third party without Materialise's prior written consent.

## 6. Disclaimer of Warranty

By its nature, the Software may contain errors, bugs and other problems that could cause system failure and the testing and quality assurance of the Software may not yet be completed. Any reliance on the Software is at Participant's own risk.

PARTICIPANT ACCEPTS THAT THE SOFTWARE IS PROVIDED "AS IS", AND MATERIALISE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS.

## 7. Limitation of Liability

IN NO EVENT SHALL MATERIALISE BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY GENERAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL DAMAGES, ARISING OUT OF OR RELATING TO THE SOFTWARE OR THE TRANSACTIONS CONTEMPLATED HEREIN.

## 8. Term and Termination

The term of this Agreement shall begin from the moment that the Participant installs or first uses the Software, and shall run until the termination of this Agreement as set forth in this section 8.

This Agreement may be terminated at any time for any reason by either party giving ten (10) days prior written notice to the other party.

The restrictions and obligations contained in sections 4, 5, 6 and 7 shall survive the termination of this Agreement.

Upon termination of this Agreement, the Participant agrees to return the Software and all copies of the Software and all related materials to Materialise, within seven (7) days after such termination and delete all portions of Software from computer memory.

## 9. Miscellaneous

Waiver. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.

Entire Agreement and Amendments. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior agreements between the parties, whether written or oral, regarding the subject matter hereof. This Agreement may not be modified or amended except by the written acceptance of both parties.

Assignment. Participant agrees not to assign any rights under this Agreement; any attempted assignment shall be null and void and shall result in the termination of this Agreement.

Severability. If any part of this Agreement shall be invalid or unenforceable, such part shall be given no effect, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement, which shall remain in full force and effect.

Governing Law and Jurisdiction. This Agreement shall be governed in accordance with the laws of Belgium. The parties consent to the exclusive jurisdiction and venue of the courts located in Leuven, Belgium, in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.