

MATERIALISE END-USER LICENSE AGREEMENT

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

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

Materialise Control Platform (MCP) – MCP Embedded Software – MCP Toolbox – MCP User Interface

1 Scope and Definitions

1.1 Scope

This EULA, together with the Order Documents and the applicable sales terms and conditions, shall regulate the entire relationship between Materialise and the Customer, for the use of the Licensed Material. By installing or otherwise using the Licensed Material, the Customer agrees to be bound by the terms and conditions of this EULA. If the Customer does not accept the terms of this EULA, the Customer shall not be authorized to install or use the Licensed Material.

1.2 General Definitions

Terms shall be defined below and further throughout the EULA. For the purpose of this EULA, the following terms shall have the following meaning:

1.2.1 **“Acceptance”** shall mean the acceptance of the Licensed Material by the Customer after Delivery as described in Article 2.2 of this EULA.

1.2.2 **“Customer”** shall refer to the individual, firm, association, corporation or legal entity that is the rightful holder of the License and who wishes to install and/or use the Licensed Material.

1.2.3 **“Delivery”** shall mean the moment when Materialise makes the Licensed Material available to the Customer as described in Article 2.1 of this EULA.

1.2.4 **“Documentation”** shall refer to the technical publications prepared and delivered by Materialise to the Customer relating to the correct use of the Software, such as reference and tutorial manuals.

1.2.5 **“Effective Date”** shall refer to the date on which this EULA shall enter into force between the Customer and Materialise as described in Article 10.1 of this EULA.

1.2.6 **“EULA”** shall refer to the End-User License Agreement between Materialise and the Customer as described herein.

1.2.7 **“Customer License”** shall refer to the specific license(s) granted by Materialise to the Customer. The license term, access and type of this Customer License shall be further specified in the applicable Order Documents.

1.2.8 **“Licensed Material”** shall mean the combination of the Software and the Documentation.

1.2.9 **“License Region”** shall refer to the region(s) for which a wide area network (WAN) License is granted by Materialise to the Customer. WAN Licenses can be granted for (all of) the following regions:

- i. **“Americas Region”** means the region that is comprised of all areas situated in the time zones -11 up to and including -3, based on the

Coordinated Universal Time (UTC). (The continents of North and South America, excluding Greenland.)

- ii. **“EMEA Region”** means the region that is comprised of all areas situated in the time zones -2 up to and including +4, based on the Coordinated Universal Time (UTC). (The continents of Europe, including Russian Federation and Greenland, Africa, and the Middle East.)

- iii. **“APAC Region”** means the region that is comprised of all areas situated in the time zones +5 up to and including UTC +12, based on the Coordinated Universal Time (UTC) (all Asia- and Pacific based territory that is not included in the definitions of the Americas Region or the EMEA Region.)

1.2.10 **“Maintenance”** shall mean the support (by e-mail), bug fixes and upgrades of the purchased Software 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 for a maximum of three times per year. Maintenance also allows the transfer of the Software to another computer or 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 Article 6.3. If there are unreasonable support requests, Materialise can ask the Customer to follow a paid training first before providing further Maintenance.

1.2.11 **“Materialise”** shall mean Materialise NV and its affiliated companies.

1.2.12 **“Order Documents”** shall refer to all quotations, purchase orders, confirmation orders, contracts and invoices issued by the parties to conclude the agreement in which Materialise grants to the Customer the Customer License.

1.2.13 **“Password”** shall refer to the password delivered by Materialise in the form of a CC-Key or voucher to the Customer that allows the Customer access to install and use the Licensed Material.


1.2.14 **“Software”** means the computer program(s) in machine-readable form (object code) listed in the header above, as specified in the quotation or invoice from Materialise or one of its distributors, and any successor computer programs of Materialise.

1.2.15 **“Warranty Period”** shall mean the period of ninety (90) days following the Effective Date.

2 Delivery and Acceptance

2.1 Delivery

The Delivery shall be a fact from the moment that Materialise notifies the Customer that the media containing



the Licensed Material is placed at the disposal of the Customer on the Materialise download web page for installation on a computer or hosting server by the Customer, or physically made available on a media device (USB, DVD, other).

2.2 Acceptance

The use of the Licensed Material, even partial, shall be considered Acceptance of the Licensed Material by the Customer.

3 **Licensing Conditions**

3.1 License Fees

The license fees paid by the Customer are paid in consideration of the Customer License(s). Communication of a valid Password is subject to payment of the license fees. The Customers' failure to pay the license fees entitles Materialise to suspend or terminate the Customer License(s) granted without prejudice to any other rights that may be available to Materialise by law.

3.2 Illegal Use

In the event that the Customer fails to comply with the terms and conditions of this EULA, and uses the Licensed Material for any purpose other than the purpose allowed in this EULA corresponding to the Customer License granted to the Customer as specified in the applicable Order Documents, the Customer shall be obliged to purchase a Commercial License for the full period of illegal use by the Customer of the Licensed Material, at a license fee that is in accordance with the Materialise list price of a Commercial License, increased with an illegal-use-penalty of fifty percent (50%) of the applicable license fee. When the Customer uses a Commercial License for any other purpose than the Commercial Purpose, the Customer shall only be obligated to pay an illegal-use penalty of fifty percent (50%) of the applicable license fee. Furthermore, Materialise shall be entitled to suspend or terminate the Customer License at its sole discretion.

3.3 License Term

The Licensed Material shall be licensed on a thirty (30) day, monthly, annual, perpetual, custom term, or pay-per use basis. Unless explicitly indicated otherwise in the Order Documents, the Customer License shall be an annual license.

3.3.1 **“Annual License”**. When the Customer is granted an Annual License, the Customer is entitled to use the Licensed Material for a period of twelve (12) consecutive months as of the Effective Date. Annual Licenses shall be automatically renewed in accordance with Article 8 of this EULA.

3.3.2 **“Thirty Day License”**. When the Customer is granted a Thirty Day License the Customer shall be entitled to use the Licensed Material for a period of thirty (30) calendar days as of the Effective Date. After this thirty day period, the Thirty Day License shall automatically terminate, unless the license is renewed in accordance with Article 8 of this EULA.

3.3.3 **“Perpetual License”**. When the Customer is granted a Perpetual License, the Customer is entitled to use the Licensed Material continuously as of the Effective Date, until the Perpetual License is terminated in accordance with this EULA.

3.3.4 **“Monthly License”**. When the Customer is granted a Monthly License, the Customer is entitled to use the Licensed Material for a period of one (1) month. Monthly Licenses will be

automatically renewed in accordance with Article 8 of this EULA.

3.3.5 **“Custom Term License”**. When the Customer is granted a Custom Term License, the Customer is entitled to use the Licensed Material for a limited period of time, as agreed upon between the Customer and Materialise, as of the Effective Date. After this custom period, the Custom Term License shall automatically terminate, unless the license is renewed in accordance with Article 8 of this EULA. Alternatively, when agreed otherwise between Materialise and Customer in the Order Documents, the Custom Term License shall automatically renew.

3.3.6 **“Pay-Per-Use License”**. When the Customer is granted a Pay-Per-Use license, the Customer is entitled to use the Licensed Material for the limited number of usages as agreed upon between the Customer and Materialise, and during a maximum period of twelve (12) continuous months as of the Effective Date. After the use of all the limited number of usages, or the twelve (12) month period, whichever takes place first, the Pay-Per-Use License shall automatically terminate, unless the license is renewed in accordance with Article 8 of this EULA.

3.4 License Access

The Licensed Material shall be licensed as a Single Computer License, a Floating License or as a WAN License. Unless explicitly indicated otherwise in the Order Documents, the Customer License shall be a Single Computer License.

3.4.1 **“Single Computer License”**. The Licensed Material may be installed and used only on a single computer owned, leased or otherwise controlled by the 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 as 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.

3.4.2 **“Floating License”**. The Customer is authorised to install a single copy of the Licensed Material on one computer and is permitted access to the Licensed Material under the following cumulative conditions:

i. All computers (including the hosting server) are owned, leased or otherwise controlled by the 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 as stated on the invoice; and

iii. Concurrent use is not permitted. Installation or use of floating licenses on virtual servers is not permitted.

3.4.3 **“Wide Area Network License or WAN License”**. The Customer is authorised to install a single copy of the Licensed Material on one computer and is permitted access to the Licensed Material under the following cumulative conditions:

- i. All computers (including the hosting server) are owned, leased or otherwise controlled by the Customer;
- ii. The computers and hosting server are connected by a WAN network within one or more of the License Regions, and the Customer holds a License for access within the respective License Region(s); and
- iii. Concurrent use is not permitted. Installation or use of floating licenses on virtual servers is not permitted.

For a wide area network (WAN) license, the Customer can opt between the following regional license types:

- i. Single Region: access is granted for only one (1) of the License Regions.
- ii. Double Region: access is granted for only two (2) of the License Regions.
- iii. Global: access is granted for all three (3) of the License Regions.

4 License Type: Commercial Licenses

4.1 Residuary Category

The License shall be a Commercial License, except if explicitly indicated otherwise in the Order Documents.

4.2 Commercial Licenses

- 4.2.1 Scope. When the Customer License is a commercial license (“**Commercial License**”), Materialise grants to the Customer, who accepts, a royalty-bearing, non-exclusive, non-transferable, non-sublicenseable license to install and use the Licensed Material for Commercial Purposes only. Any other use is excluded and shall constitute a material breach of this EULA by the Customer.
- 4.2.2 Purpose. “**Commercial Purposes**” shall mean the use as authorised in the Order Documents, this EULA and by law.
- 4.2.3 Access. Commercial Licenses shall be Single Computer Licenses, except when explicitly indicated otherwise on the Confirmation Order.
- 4.2.4 Term. Commercial Licenses shall be Annual Licenses, except when explicitly indicated otherwise in the Order Documents.

4.3 Materialise Magics Essentials License

The following conditions shall apply to all Materialise Magics Essentials Licenses:

- 4.3.1 Scope. When the Customer License is a Materialise Magics Essentials license (“**Materialise Magics Essentials License**”), Materialise grants to the Customer, who accepts, a royalty-bearing, non-exclusive, non-transferable, non-sublicenseable Commercial License to install and use the Licensed Material for Commercial Purposes only. Any other use of the Licensed Material is excluded and shall constitute a material breach of this EULA by the Customer.
- 4.3.2 Purpose. “**Commercial Purposes**” shall mean the use as authorised in the Order Documents, this EULA and by law.
- 4.3.3 Single Copy. The Materialise Magics Essentials License comes with a user ID and a single-use

activation link that only works on a single copy of the Software.

- 4.3.4 Access. Materialise Magics Essentials licenses shall only be granted as Single Computer Licenses.
- 4.3.5 Term. Materialise Magics Essentials Licenses shall be Monthly or Annual Licenses or for a mutually agreed upon other period between Materialise and Customer.
- 4.3.6 Royalty Free License Period. For Materialise Magics Essentials Licenses only, Materialise may grant the Customer an initial royalty free license period for a certain duration. Depending on the choice of the Customer made upon selecting the Materialise Magics Essentials License, the royalty bearing license period shall *either* (i) start automatically upon the expiry of such royalty free period, unless either party cancels the renewal before the expiration date of the initial royalty free license; *or* (ii) be explicitly agreed to by the Customer prior to its entry into force. The Customer can benefit only once from a royalty free license period. For the avoidance of doubt, the terms of this EULA also fully apply during any royalty-free license period.

5 License Type: Non-Commercial Licenses

5.1 Indicated Category

Only in the event that it is indicated in the Order Documents that the Customer License is a (Benchmark) Demonstration, Evaluation, Academic, or Educational License, shall the Customer License not be a Commercial License.

5.2 (Benchmark) Demonstration License


The following conditions shall apply to all (Benchmark) Demonstration Licenses:

- 5.2.1 Scope. When the Customer License is a (benchmark) demonstration license (“**(Benchmark) Demonstration License**”), Materialise grants to the Customer, who accepts, a royalty-free, non-exclusive, non-transferable, non-sublicenseable license to install and use the Licensed Material for (Benchmark) Demonstration Purposes only.
- 5.2.2 Purpose. “**(Benchmark) Demonstration Purposes**” shall mean that the Licensed Material may only be used by the Customer to demonstrate the Licensed Material to potential end customers in order to allow those potential end customers to verify whether the Licensed Material suits their needs or not. Any other use of the Licensed Material is explicitly excluded.
- 5.2.3 Access. (Benchmark) Demonstration Licenses shall be Single Computer Licenses, except if explicitly indicated otherwise in the Order Documents.
- 5.2.4 Term. (Benchmark) Demonstration licenses shall be Thirty Day Licenses, except if explicitly indicated otherwise in the Order Documents.

5.3 Evaluation License

The following conditions shall apply to all Evaluation Licenses:

- 5.3.1 Scope. When the Customer License is an evaluation license (“**Evaluation License**”), Materialise grants to the Customer, who accepts, a royalty-free, non-exclusive, non-transferable, non-sublicenseable license to install and use the Licensed Material for Evaluation Purposes only.



Any other use of the Licensed Material is explicitly excluded.

5.3.2 Purpose. “**Evaluation Purposes**” shall mean the Licensed Material may be used by the Customer in order to test whether the Software suits the Customer’s personal needs or not.

5.3.3 Access. Evaluation Licenses shall be Single Computer Licenses, except if explicitly indicated otherwise in the Order Documents.

5.3.4 Term. Evaluation Licenses be Thirty Day Licenses, except if explicitly indicated otherwise in the Order Documents.

5.4 Academic License

The following conditions shall apply to all Academic Licenses:

5.4.1 Scope. When the Customer License is an academic license (“**Academic License**”), Materialise grants to the Customer, who accepts, a royalty-bearing, non-exclusive, non-transferable, non-sublicensable license to install and use the Licensed Material for Academic Purposes only. Any other use of the Licensed Material is explicitly excluded.

5.4.2 Purpose. “**Academic Purposes**” shall mean use of the Licensed Material for research in an academic setting, or any other academic purposes as otherwise agreed upon between the Customer and Materialise in the Order Documents.

5.4.3 Access. Academic Licenses shall be Floating Licenses, except if explicitly indicated otherwise in the Order Documents.

5.4.4 Term. Academic Licenses shall be Annual Licenses, except if explicitly indicated otherwise in the Order Documents.

5.4.5 Password. Materialise shall provide one (1) Password per Academic License.

5.4.6 Additional Obligations. From Customers who hold Academic Licenses, Materialise may request that:

- i. The Customer makes available its facilities free-of-charge to Materialise to conduct trainings or workshops;
- ii. The 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 Licensed Material;
- iii. The Customer publishes and/or presents the results of the work, achieved by using the Licensed Material. In all such publications and presentations, the Customer shall mention that Materialise granted the right to use the Licensed Material, and refer to the Licensed Material with the appropriate trademark notices;
- iv. The Customer shall provide Materialise with a copy of the publication; and
- v. The Customer entitles Materialise to refer in public without restriction to the Customer as an official Materialise software user.

5.5 Educational License

The following conditions shall apply to all Educational Licenses:

5.5.1 Scope. If the Customer License is an educational license (“**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. Any other use of the Licensed Material is explicitly excluded.

5.5.2 Purpose. “**Educational Purposes**” shall mean the use of the Licensed Material for the teaching and training of students in an educational setting, or any other educational purposes as otherwise agreed upon between the Customer and Materialise in the Order Documents.

5.5.3 Access. Educational Licenses shall be Floating Licenses, except if explicitly indicated otherwise in the Order Documents.

5.5.4 Term. Educational Licenses shall be Annual Licenses, except when explicitly indicated otherwise in the Order Documents.

5.5.5 Additional Obligations. From Customer hold Educational Licenses, Materialise may request that:

- i. The Customer makes available its facilities free-of-charge to Materialise to conduct trainings or workshops;
- ii. The Customer informs students of the interest of Materialise assist students willing to publish articles in which reference is made to the use of the Licensed Material;
- iii. The Customer publishes and/or presents the results of the work, achieved by using the Licensed Material. In all such publications and presentations, the Customer shall mention that Materialise granted the right to use the Licensed Material, and refer to the Licensed Material with the appropriate trademark notices; customer shall provide Materialise with a copy of the publication; and
- iv. The Customer entitles Materialise to refer in public without restriction to the Customer as an official Materialise software user.

6 **Password**

6.1 Password

Access to the Licensed Material is granted to the Customer by a Password provided by Materialise.

6.2 Validity Period

Each Password has a specified validity period. On its request, and provided that the Customer is in full compliance with all applicable agreements between said Customer and Materialise, the Customer shall be given a new Password at the expiration date of the validity period. The Customer can then install, and use, the Licensed Material for a new validity period, as per the applicable conditions of the type of license.

6.3 Access Transfer

Should the single computer or hosting server, on which the Licensed Material is installed, be out of order, or replaced, during the Password validity period, the Customer can obtain a new Password for installation of the Licensed Material on another single computer or hosting server of the Customer, 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 by the Customer. Materialise shall waive the transfer fee if the Customer has a valid maintenance agreement at the time of the requested transfer.

7 Rights of Materialise – Restrictions

7.1 Intellectual Property

All right, title, interest and associated intellectual property rights in, and to, the Licensed Material are, and shall always remain with, Materialise. This EULA does not convey to the Customer any right, title and interest in, or to, the Licensed Material, but only grants the Customer a limited right of use of the Licensed Material in accordance with the terms of this EULA, as specified in the applicable Order Documents, and revocable by Materialise in accordance with the terms of this EULA.

7.2 Third Party Terms and Conditions

The Licensed Materials (or portions thereof) may be subject to terms that are in addition to the terms set forth in this EULA, and the Customer hereby agrees to comply with such terms. These terms may include, but are not limited to, end-user software licenses of third party (free/open-source) software incorporated in the Licensed Materials. Such third party software shall be licensed, and the Customer shall use such third party software, in accordance with the applicable terms and conditions of the respective third-party-licensor(s).

7.3 Verification

Materialise shall have the right to request verification of the computer(s) or hosting server(s) on which the Licensed Material has been installed, with the purpose to ensure compliance by the Customer with the terms and conditions of this EULA.

7.4 Compliance

Materialise monitors compliance with this EULA. 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.

7.5 No Reverse Engineering

The Customer shall not adapt, reverse assemble, reverse compile, reverse engineer or otherwise translate the Licensed Material, or any part thereof. The 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. Any such action shall constitute a material breach of this EULA by the Customer.

7.6 No Illegal Copies

Upon execution of this EULA, the Customer agrees and undertakes (i) to immediately delete and permanently remove from the Customer's own computers and servers (on premise as well as in the cloud) all and any software constituting infringement of Intellectual Property Rights of Materialise with respect to the Licensed Material and/or not compliant with the Customer License and the Order Documents; (ii) to refrain from making use, or making copies and/or downloads, of any Licensed Material not previously and regularly licensed by Materialise; and (iii) to represent and warrant that the Customer's own representatives, employees, agents and/or consultants do not have, or use, any unauthorized copies of the Licensed Material.

7.7 No Transfer/Sublicense

Except if otherwise agreed upon between the Customer and Materialise in the Order Documents, the Customer shall have no right to assign, sublicense, transfer, pledge, lease, rent or share the rights granted under this EULA, nor sell the Licensed Material or any part or copy thereof to any third party. Any such action shall constitute a material breach of this EULA by the Customer.

8 Additional Terms – Upgrades and Renewals

8.1 Modifications

Materialise, as the sole and exclusive owner of the Licensed Material, reserves the right, at all times, to modify and update the Licensed Material.

8.2 Additional Materials

When Materialise makes available, to the Customer, any additional materials associated with the Licensed Materials, Materialise shall use its best efforts to identify and include such additional materials in the Licensed Materials. This may include any corrections, patches, updates, upgrades to, third party software incorporated in, or new versions of the Licensed Materials. Such additional materials (i) may include or be subject to other terms that are in addition to the terms as set forth in this EULA, and the 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.

8.3 Renewal of Annual Licenses

Annual licenses will be automatically renewed every year for twelve (12) months, unless terminated in writing by either party at least three (3) months before the expiration date of the running Customer License. An invoice covering the renewal charge shall be sent to the Customer at the beginning of each new Customer License period. A renewed Customer License commences on the end date of the previous Customer License.

8.4 Renewal of Thirty-Day/Monthly/Custom Term/Pay-per-Use Licenses

Thirty-Day/Monthly/Custom Term/Pay-per-Use Licenses shall be automatically renewed every period for one (1) more equal period, unless either party cancels the renewal before the expiration date of the running Customer License. An invoice covering the renewal charge shall be sent to the Customer at the beginning of each new Customer License period. A renewed Customer License commences on the end date of the previous Customer License.

8.5 Customer Renewal Involvement

The Customer agrees that, for a Customer License that requires explicit renewal action from the Customer, the Customer shall inform Materialise in a timely manner, and before the Customer License end date in accordance with Article 10, by placing a purchase order. Whenever Materialise receives such a purchase order any later than the aforementioned time, Materialise shall charge an administrative fee of twenty five euro (€25) (or the equivalent in the local currency) per user for the Customer License.

9 Privacy and Data Collection

9.1 Privacy Notice


By providing Materialise with its contact information, the Customer agrees that Materialise may use the Customer's personal data (*if and when provided*) in accordance with the Materialise Data and Privacy Policy (*available at: <https://www.materialise.com/en/privacy-notice>*).

9.2 Data Collection for Pricing

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, the Customer acknowledges and agrees that Materialise may collect, disclose to third parties, store and analyze the collected information for the purposes mentioned above.

9.3 Data Collection to Prevent Illegal Use

Materialise reserves the right to use data collection technology to collect anonymous technical information and



to detect and prevent the unlicensed or illegal use of the Software. Materialise shall take every reasonable measure to ensure that only the data that may alert an infringement shall be collected. By installing and using the Software, the Customer acknowledges and agrees that Materialise may collect, disclose to third parties (subject to confidentiality provisions), store and analyze the collected information for the purposes mentioned above.

9.4 Data Collection to Improve User Experience

Upon installation and/or use of the Licensed Material, Materialise uses data collection technology to collect certain anonymous information (such as: features used, error occurrence, metadata) on your use of the Licensed Material. This information is solely used to improve the Licensed Material and user experience. No information is shared with any third parties. No proprietary information is collected. No personal information is collected. By installing and/or using the Licensed Material, the Customer acknowledges and agrees that Materialise may collect, store and analyze the collected information for the purposes mentioned herein.

10 Term and Termination

10.1 Effective Date

This EULA, and the Customer Licenses granted in accordance with this EULA, become effective upon the Delivery and Acceptance of the Licensed Materials in accordance with Article 2.

10.2 Term of Customer License

The term of the Customer License, and subsequent expiration date, shall be determined in accordance with Article 3.3 of this EULA and as specified in the applicable Order Documents.

10.3 Termination by Customer

The Customer may terminate the Customer License, at any time by returning, or destroying (via permanent removal), any Licensed Material in its possession.

10.4 Termination by Materialise

Materialise may terminate the Customer License immediately upon any breach, material or otherwise, by the Customer of any of the provisions set forth in this EULA. (Benchmark) Demonstration and Evaluation Licenses can be terminated by Materialise at any time when the Customer fails to comply with the terms and conditions of this EULA, or when Materialise has serious reason to believe that this is, or has been, the case.

10.5 Consequences

In case of termination or expiration of the Customer License, the Customer License shall be revoked immediately and therefore all associated Software shall automatically become non-functional. Upon termination or expiration of the Customer License, the Customer shall (i) stop using the Licensed Materials; and (ii) return, or destroy (at the sole discretion of Materialise) all Licensed Materials.

10.6 No Refund

No refund of any amount paid by the Customer shall be made, except when the Customer is entitled to a refund in accordance with Article 12 (Warranty) of this EULA.

10.7 End-Of-Life

The Customer recognizes that any Software has a given product lifecycle, in accordance with Materialise product policies, and that Materialise retains the right to cease the support and maintenance for certain (older) versions of the Software. Whenever such an event should occur, Materialise shall give a reasonable advance notice to the Customer concerning such cessation of support and maintenance for the certain version(s) of the Software. To continue the use of the Software, albeit in the newer version(s), the Customer shall be required to upgrade to a

newer/newest Software version, for which Materialise does provide support and maintenance.

11 Maintenance

11.1 Maintenance Provision

Unless Maintenance is included in the license fee paid by the Customer, or a Materialise Service Level Agreement (“SLA”) has been concluded between the Customer and Materialise, Materialise shall have no obligation to provide any maintenance or support services to the Customer. Payable support may be made available by Materialise upon request.

11.2 Maintenance by Third Party

All efforts undertaken by the Customer, or any third party not approved by Materialise, to provide Maintenance for the Licensed Material shall be at Customer’s own risk and expense.

11.3 Effective Date and Renewal

Maintenance obligations included in the license fees become effective on the Effective Date and shall be renewed automatically every year for one (1) year, unless terminated in writing by either party at least three (3) months before the expiration date of the Maintenance obligations. An invoice covering the renewal charge shall be sent to the Customer at the beginning of each Maintenance renewal. A Maintenance renewal commences on the end date of the Maintenance period. Whenever the Customer wishes to have Maintenance for Licensed Material for which the Customer was previously entitled to Maintenance but is not currently under Maintenance, the gap shall be compensated by the Customer via the payment of Maintenance fees for the elapsed period of time after expiration of the previous Maintenance period.

11.4 License Fee

Fees for Maintenance are calculated as a percentage of the applicable list price for the Software. 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.

11.5 Maintenance Included in License Fee

11.5.1 Annual Licenses. For Annual Licenses, the Maintenance is included in the annual license fee.

11.5.2 Perpetual Licenses. For Perpetual Licenses, Maintenance for a one (1) year period is included in the license fee.

11.5.3 Materialise Magics Essentials Licenses. For Materialise Magics Essentials Licenses, Maintenance is included in the license fee.


11.6 No Maintenance

There is no Maintenance for (Benchmark) Demonstration and Evaluation Licenses and when explicitly indicated in the Order Documents.

12 Warranty

12.1 Commercial Licenses (incl. Materialise Magics Essentials)

For Commercial Licenses, Materialise warrants for Customer’s benefit alone that the Licensed Material is free from defects in material and workmanship for during the Warranty Period. Materialise further warrants for the 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 the functional specifications in the Documentation, 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, 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 Educational and Academic Licenses

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 (Benchmark) Demonstration and Evaluation Licenses

For (Benchmark) 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 No Indirect Damages

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 Licensed Material, (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.

13.2 Liability Cap

The liability of any party for damages under this EULA shall in any event be limited to actual amounts paid in the last twelve (12) months by the Customer to Materialise under this EULA.

13.3 Force Majeure

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 this EULA.

14 Miscellaneous

14.1 Severability

If any provision of this EULA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then such provision shall (in 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 EULA.

14.2 No Waiver

The failure of a party to enforce any of the provisions of this EULA, or to exercise any option provided in this EULA, or to require performance by the other party of any of the provisions in this EULA, is not a present or future waiver of such provisions and does not affect the validity of this EULA

or the right of the party to enforce each and every provision of this EULA thereafter. The express waiver (whether one or multiple times) by a party of any provision, condition or requirement of this EULA does not constitute a waiver of any future obligation of the other party to comply with such provision, condition or requirement.

14.3 No Assignment

The Customer shall not assign its rights under this EULA to any third party, unless explicitly agreed to by Materialise in writing.

14.4 Hierarchy

Unless expressly stipulated otherwise in writing, in the event of a conflict or contradiction between the terms of this EULA and any quotation and/or invoice and/or other agreement concerning the Licensed Material, the terms of this EULA shall take precedence.

14.5 Compliance

The 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. The 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.

14.6 Governing Law and Jurisdiction

This EULA 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.