

## **Materialise Confidential and Proprietary**

**Version Date: 7 December 2022**

### **SERVICE LEVEL AGREEMENT**

Materialise’s commitments to the availability of the Subscription Services are set forth below. The support and maintenance services specified therein are included in the Fees unless otherwise noted. The Subscription Services will be available to Customer 24 hours per day, 7 days per week at least 99% of the time in any calendar month, excluding downtime for scheduled maintenance, unscheduled maintenance, emergency maintenance, Updates, Upgrades, and API interruptions. Where reasonable, Materialise shall provide at least 24 hours advance notice to Customer of scheduled maintenance in excess of 30 minutes.

#### **1. Scheduled Maintenance**

There will be a weekly scheduled maintenance period every Saturday or Sunday between 12:00 AM Eastern Time (“EST”) to 4:00 AM EST to perform system maintenance, backup, and upgrade functions for the Software and the Subscription Services. The weekly scheduled maintenance period does not require Materialise to be offline; however, during the maintenance period, the Software and/or the Subscription Services may have short periods of instability and may be offline during portions of such period. If additional scheduled maintenance is required outside of the weekly scheduled maintenance period described above, Materialise will notify Customer at 24 to 48 hours in advance. Such additional scheduled maintenance would occur between 11:00 PM EST and 1:00 AM EST on a planned weekday, after 9:00 PM EST on a Friday, or anytime on a Saturday or Sunday.

#### **2. Unscheduled Maintenance/Emergency Maintenance**

Unscheduled Maintenance or Emergency Maintenance is defined as those times where Materialise becomes aware of a vulnerability or major defect in the Software or the Subscription Services, which, based on a risk assessment of the vulnerability or critical nature of the defect, Materialise deems to require immediate remediation and, as a result, the Software or the Subscription Services is made temporarily unavailable in order for Materialise to address the identified vulnerability or critical defect. Unscheduled maintenance may be required to resolve issues that are critical for Customer and/or performance of the Software and the Subscription Services. Materialise will use commercially reasonable efforts to notify Customer via email at least eight (8) hours prior to the unscheduled maintenance. The unscheduled maintenance will be conducted between 9:00 PM EST and 3:00 AM EST and will typically last no more than one (1) hour in duration.

#### **3. Service Request Management**

In support of services outlined in this Agreement, Materialise will respond to service-related incidents and/or requests submitted by the Customer within the following time frames. Customers can submit their service requests to Materialise’s Help Desk through your Materialise account manager.

| <b>Priority Level</b>   | <b>Low</b>  | <b>Normal</b>   | <b>High</b>  |
|---|---|---|--|
| <b>Description</b>  | Hindrance to the work of individual users and/or an acceptable workaround is available. | Interruption to the work of individual users and no acceptable workaround is available. | Interruption of critical processes affecting individual users and no workaround available. |
| <b>Urgency</b>  | Immediate resolution is not needed by the Customer                                      | Immediate resolution is not needed by the Customer.                                     | Immediate resolution is needed by the Customer.  |
| <b>95% of requests will be assigned internally within the following Response Time</b> | 8 hours   | 2 hours   | 1 hour   |

#### **4. Updates, Upgrades, Enhancement, Features**

Materialise regularly releases new Updates, Upgrades, workflow enhancements and features. The Software may be updated automatically once a new Update or Upgrade is available. Updates and Upgrades will become part of the Software and will be subject to the provisions of this Agreement.

#### **5. Data Processing (HIPAA – GDPR)**

Materialise represents to the Customer that the Subscription Services have been designed to be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 as amended (“**HIPAA**”) and EU General Data Protection Regulation (“**GDPR**”) as of the Effective Date. If new requirements are promulgated under HIPAA or GDPR that are applicable to the Subscription Services, then Materialise shall update the Services accordingly.

**END**