

MAINTENANCE AND SUPPORT SERVICES DESCRIPTION
Version: June 18, 2021

1. Support Services

Desktop Metal shall use commercially reasonable efforts to provide the Support Services, which shall include the corresponding service elements for the applicable service plan(s) selected and purchased by Buyer, or included with the relevant subscription, and as summarized in Support Services Chart incorporated in this description (each, a “**Service Plan**”).

- A. Correcting, repairing and/or replacing, as applicable, a non-conforming or defective printer or related equipment (“**Product**”) or part (“**Part**”), as determined by Desktop Metal in its sole discretion, which may include Software embedded in the Product or otherwise licensed to Buyer (excluding Consumables, as specified in Section 2 below) (“**Defective Parts Replacement**”), provided that Desktop Metal, in its discretion, shall be entitled to (i) replace non-conforming or defective Products or Parts with new, refurbished or used Products or Parts, and/or (ii) require, as a condition of any such replacement, the return of any such non-conforming or defective Product or Part that has been replaced.
- B. Preventative maintenance (“**Preventive Maintenance**”) performed by authorized Desktop Metal technical representatives at recommended maintenance intervals. Preventative maintenance may be completed during unscheduled or emergency service visits.
- C. Technical phone and email help desk support (“**Phone Support**” and “**Email Support**”, respectively) during non-holiday weekdays between the hours of (i) 8:00AM and 6:00PM EST in the United States and Canada or (ii) 8:00AM and 5:00PM CEST in EMEA (“**Business Hours**”).
- D. On-site service visits (“**On-site Support**”) when Desktop Metal determines, in its sole discretion, that phone and email support will not resolve the problem, subject to the terms and conditions of Buyer’s applicable Service Plan.
- E. Priority service scheduling of Desktop Metal’s authorized technical representative after a problem is reported to the Desktop Metal call center and the need for an On-site Support is determined.
- F. Provide Software and firmware updates from time to time for Buyer’s Products using the Software cloud services (“**System Updates**”).
- G. Other Product updates and/or modifications, as deemed necessary by Desktop Metal, will be installed when available as part of these Support Services.

2. Consumables and Spare Parts

- A. Support Services do not include the replacement of Consumables, each of which may be made available for purchase separately at Desktop Metal’s then-current rates.
- B. Desktop Metal warrants that all maintenance and/or replacement Parts (“**Spare Parts**”) manufactured and supplied by Desktop Metal hereunder shall be free from material defects in material and workmanship for a period of ninety (90) days from the date of shipment thereof, unless specified otherwise on the packaging for the applicable Spare Parts, and Buyer acknowledges that Spare Parts may be refurbished parts.
- C. The use of Spare Parts and/or Consumables not manufactured or certified by Desktop Metal may result in damage to the Products, which will not be covered by warranty. In the event Desktop Metal reasonably determines that damage to a Product has been caused by the use of non-Desktop Metal-manufactured or non-Desktop Metal-supplied parts and/or Consumables, Desktop Metal reserves the right to:
 - i. void and terminate Buyer’s rights to any further Support Services, and/or
 - ii. offer to diagnose and repair the Product or its components at Desktop Metal’s then-current

service rates.

3. Buyer Responsibilities

A. Buyer shall, at its expense (except as otherwise provided below):

- i. Have a certified Desktop Metal technician install the Product (except in the case of a subscription Fiber machine). If Buyer uses non-certified personnel for installation purposes Desktop Metal reserves the right to void Buyer's right to any Support Services;
- ii. Maintain and operate all Products as specified in the applicable Product documentation, to allow only trained personnel to operate the Products and to maintain the site requirements specified in the site preparation document;
- iii. Promptly install and maintain all System Updates in accordance with the applicable Product documentation;
- iv. Use only Desktop Metal-manufactured, certified or approved Consumables, Spare Parts or any other parts in conjunction with the Products;
- v. Provide Desktop Metal's personnel with access to the Products during Buyer's normal business hours;
- vi. Make at least one trained staff person fully available to Desktop Metal personnel for purposes of assisting with any email, telephone, remote or on-site Services provided hereunder. Service requests will only be honored if made by a trained Buyer staff person; and
- vii. Provide information, services, Consumables, and facilities access as may be required by Desktop Metal to perform the Services.

B. Unless otherwise permitted in accordance with the applicable Product documentation or by Desktop Metal's prior written consent, Buyer shall not:

- i. Permit any person, other than Desktop Metal's authorized technical representatives, to perform the Support Services or other support or maintenance of the Products; or
- ii. Attempt any repairs to, or replacement of, the Products.

C. Desktop Metal is not required to provide any services or repairs due to abuse of the Products, relocation of the Products to another site location, modification or alteration of the Products made by non-certified personnel, failure to comply with the minimum site requirements as specified in the site preparation document, operation or maintenance of the Products contrary to documentation or due to any external cause such as fire, flood, power surge or other intervening causes (collectively, "**Extraordinary Repairs**").

D. Buyer will remain solely liable for ensuring that its data and files are adequately documented for backup purposes prior to any service requests, and Buyer agrees that Desktop Metal will not be liable for any lost data, data reconstruction, parts or parts production costs.

E. Any services provided by Desktop Metal not expressly identified hereunder as included Support Services, or which are any Extraordinary Repairs, and/or are provided outside of Business Hours, will be charged on a time and materials basis according to Desktop Metal's then-current repair rates.

4. Limitation of Desktop Metal Liabilities

A. EXCEPT FOR THE LIMITED WARRANTY PROVIDED WITH THE PURCHASE OR SUBSCRIPTION OF THE PRODUCT, COMPANY AND ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY

STATUTE OR OTHERWISE, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, QUALITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ACCURACY.

- B. BUYER ACKNOWLEDGES THAT COMPANY HAS MADE NO WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY OR ON BEHALF OF ANY OF COMPANY'S SUPPLIERS. FOR THE AVOIDANCE OF DOUBT, ANY REPLACEMENT PARTS PROVIDED BY COMPANY AS PART OF THE SUPPORT SERVICES WILL HAVE THE LIMITED WARRANTY SET FORTH IN THE APPLICABLE PURCHASE TERMS FOR THE ORIGINAL PRODUCT.
- C. EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID AND CANNOT BE LIMITED BY CONTRACT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING COST OF COVER, LOST PROFITS, LOST GOODWILL, LOST USE OR PERFORMANCE OF ANY PRODUCTS, SERVICES, OR OTHER PROPERTY, LOSS OR IMPAIRMENT OF DATA, OR OTHERWISE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. COMPANY AND IT SUPPLIER'S MAXIMUM CUMULATIVE LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT, ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM.

5. Maintenance Fees & Renewal Term

- A. FOR PURCHASES: Buyer will pay the applicable fees for the elected Service Plan as set forth on the applicable Order. Such Service Plan can be renewed by Buyer upon payment of the then-current renewal fee prior to the expiration of the then-current Service Plan term pursuant to applicable Order. In the absence of any renewal, Desktop Metal's then-current rates for any services will apply to any services delivered. If the Support Services agreement is not renewed at or prior to the time of expiration, Buyer will be subject to a recertification fee and the Product and site will need to go through a recertification process.
- B. FOR SUBSCRIPTIONS: The Service Plan shall be included in the subscription fee. If Desktop Metal provides any services outside the scope of the Service Plan, Desktop Metal's then-current rates for such services shall apply.
- C. Desktop Metal may terminate or suspend the provision of Support Services with immediate effect if Buyer is in breach of any material provision of the terms of this Agreement, is in default on any payment to Desktop Metal; or insolvency or bankruptcy proceedings are initiated by or against Buyer, including appointment of a receiver or liquidator.

6. General

Desktop Metal reserves the rights to amend, revoke and/or replace the terms hereof at any time and without prior notice to Buyer (provided that such amendments, revocations or replacements shall not operate to materially reduce the rights or service levels previously paid for by Buyer).

SUPPORT SERVICES CHART

| | Fiber | Fiber (Purchase) | Studio System | |
|-----------------------------------|--|--|--|--|
| Service Type | Included in Subscription | DM Care | DM Care | DM Care Remote |
| Training | | | | |
| Online training | Included. | Included. | Included. | Included. |
| Training at DM | Not available. | Not available. | Not included. Standard rates may apply. | Not included. Standard rates may apply. |
| Advanced On-site Training | Not available. | Not available. | Not included. Standard rates may apply. | Not included. Standard rates may apply. |
| Support Assistance | | | | |
| Email Support | Within 8 hours during Business Hours. | Within 8 hours during Business Hours. | Within 6 hours during Business Hours. | Within 6 hours during Business Hours. |
| Phone Support | Included. | Included. | Within 4 hours during Business Hours. | Within 4 hours during Business Hours. |
| On-site Support | Not available. | Not available. | Within 4 business days; expenses included. | Not included. Standard rates may apply. |
| Proactive On-site Visit | Not available. | Not available. | Not included. Standard rates may apply. | Not included. Standard rates may apply. |
| Preventive Maintenance Visit | Not available. | Not available. | Included. Up to once per year. | Not included. Standard rates may apply. |
| Spare Parts or Consumables | | | | |
| Replacement Parts | Included (one way ground shipment only). | Included (one way ground shipment only). | Included (one way ground shipment only). | Included (one way ground shipment only) for parts in the table below. Otherwise, standard rates may apply. |
| Printheads | Included. See System Warranty Periods table below. | Included. See System Warranty Periods table below. | Not included. Standard rates may apply. | Not included. Standard rates may apply. |
| Service Consumables | Not included. Standard rates may apply. | Not included. Standard rates may apply. | Not included. Standard rates may apply. | Not included. Standard rates may apply. |

| | | | | | |
|-----------------------|-----------|-----------|-----------|-----------|-----------|
| System Updates | | | | | |
| Firmware & software | Included. | Included. | Included. | Included. | Included. |

| | Shop System | Production System P-1 | Production System P-50 | | |
|-----------------------------------|--|--|--|--|--|
| Service Type | DM Care | DM Care | DM Care Diamond | DM Care Platinum | DM Care Gold |
| Training | | | | | |
| Online training | Included. | Included. | Included. | Included. | Included. |
| Training at DM | Not included. Standard rates may apply. | Included. | Included. | Included. | Included. |
| Advanced On-site Training | Not included. Standard rates may apply. | Not included. Standard rates may apply. | Included. | Included. | Not included. Standard rates may apply. |
| Support Assistance | | | | | |
| Email Support | Within 6 hours during Business Hours. | Within 6 hours during Business Hours. | Within 2 hours during Business Hours. | Within 4 hours during Business Hours. | Within 6 hours during Business Hours. |
| Phone Support | Within 4 hours during Business Hours. | Within 4 hours during Business Hours. | Within 1 hour during Business Hours. | Within 2 hours during Business Hours. | Within 4 hours during Business Hours. |
| On-site Support | Within 4 business days; expenses included. | Within 4 business days; expenses included. | Within 1 business day; expenses included. | Within 2 business days; expenses included. | Within 4 business days; expenses included. |
| Proactive On-site Visit | Not included. Standard rates may apply. | Not included. Standard rates may apply. | Included. Requires scheduling in advance. | Included. Requires scheduling in advance. | Not included. Standard rates may apply. |
| Preventive Maintenance Visit | Included. Up to once per year. | Included. Up to once per year. | Included. As required based on usage. | Included. Up to once per year. | Included. Up to once per year. |
| Spare Parts or Consumables | | | | | |
| Replacement Parts | Included (one way ground shipment only). | Included (one way ground shipment only). | Included (overnight shipment included, if required). | Included (overnight shipment included, if required). | Included (one way ground shipment only). |
| Printheads | Not included. Standard rates may apply. | Not included. Standard rates may apply. | Included. Up to 10 printheads per year. | Included. Up to 6 printheads per year. | Included. Up to 4 printheads per year. |
| Service Consumables | Not included. Standard rates may apply. | Not included. Standard rates may apply. | Not included. Standard rates may apply. | Not included. Standard rates may apply. | Not included. Standard rates may apply. |

| System Updates | | | | | |
|---------------------|-----------|-----------|-----------|-----------|-----------|
| Firmware & software | Included. | Included. | Included. | Included. | Included. |

SYSTEM WARRANTY PERIODS

| Product | Warranty period (from shipment, except as set forth below) |
|----------------------|---|
| Fiber (Subscription) | <p>Continental US and Canada – for Subscription Term (as defined in Subscription Agreement, commencing 30 days after shipment).</p> <p>The following replacement Parts are available to Customer per year during the Subscription Term:</p> <ul style="list-style-type: none"> • Up to 2 μAFP tools per year; • Up to 3 FFF tools per year; • Up to 4 nozzle replacements per year; • Up to 1 filament dryer replacement per year; and • Up to 1 build sheet replacement per year. <p>The aforementioned replacements shall be provided to Customer at no cost, after Customer has made reasonable troubleshooting efforts (with Desktop Metal support in accordance with the terms hereof, as applicable), provided that (i) Customer shall be required to ship the replaced Part back to Desktop Metal, at Customer’s expense, within thirty (30) days of Desktop Metal’s shipment to Customer of the replacement Part, and (ii) if Customer does not return the replaced Part to Desktop Metal within said time, Desktop Metal shall invoice Customer for, and Customer shall pay to Desktop Metal, the retail value of the replacement Part. Replacement Parts may be new, refurbished or used, in Desktop Metal’s sole discretion.</p> |
| Fiber (Purchase) | <p>Continental US - 12 months; (ii) Rest of the world - 13 months.</p> <p>The following replacement Parts are available to Customer during the warranty period:</p> <ul style="list-style-type: none"> • Up to 2 μAFP tools; • Up to 3 FFF tools; • Up to 4 nozzle replacements; • Up to 1 filament dryer replacement; and • Up to 1 build sheet replacement. |

| | |
|----------------------------|--|
| | <p>The aforementioned replacements shall be provided to Customer at no cost, after Customer has made reasonable troubleshooting efforts (with Desktop Metal support in accordance with the terms hereof, as applicable), provided that (i) Customer shall be required to ship the replaced Part back to Desktop Metal, at Customer's expense, within thirty (30) days of Desktop Metal's shipment to Customer of the replacement Part, and (ii) if Customer does not return the replaced Part to Desktop Metal within said time, Desktop Metal shall invoice Customer for, and Customer shall pay to Desktop Metal, the retail value of the replacement Part. Replacement Parts may be new, refurbished or used, in Desktop Metal's sole discretion.</p> |
| Studio System | (i) Continental US - 12 months; (ii) Rest of the world - 13 months. |
| Production System P-1 | (i) Continental US - 12 months; (ii) Rest of the world - 13 months. |
| Production System P-50 | (i) Continental US - 12 months; (ii) Rest of the world - 13 months. Includes up to 4 printheads per year. |
| Spare Parts (All Products) | (i) The remainder of the applicable Product Warranty Period or (ii) 3 months from the date of installation or repair, whichever provides longer coverage. |
| Service Consumables | (i) Fiber, Studio System, Production System - 3 months; (i) Shop System - 3 months, except for printheads, which shall be upon initial use only, and then only if initial use occurs within 3 months. |
| Material Consumables | 3 months. |