

MAINTENANCE AND SUPPORT SERVICES

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Reference to Desktop Metal herein shall mean Desktop Metal Operating, Inc. or its Affiliate, in each case, named on the relevant Order. This Maintenance and Support Services Description is subject to Desktop Metal's Master Terms and Conditions of Sale (<https://www.desktopmetal.com/mastertc>) (the "Terms and Conditions"); unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Terms and Conditions.

Desktop Metal shall use commercially reasonable efforts to provide the Support Services corresponding to the Service Plan (as described below) set forth in an Order (for purchase or subscription) (all Purchased Products come with the Standard Warranty Plan for the applicable Warranty Period; other Service Plans are available for purchase for subsequent periods).

SERVICE PLANS AVAILABLE (ALL PURCHASES COME WITH STANDARD WARRANTY PLAN FOR APPLICABLE WARRANTY PERIOD)

Service Tier	Bronze	Silver	Gold	Platinum	Diamond
"DM" Products					
Studio System		X	X		
Shop System		X	X		
Production System P-1			X		
"X&S" Products					
X-Innovent+		X	X		
X-25Pro		X	X	X	X
X-160Pro		X	X	X	X
Adaptive3D					
Xtreme 8K			X		

SERVICE PLANS

Service Tier	Bronze	Silver	Gold	Platinum	Diamond	Std. Warranty
Training						
Online training	Included.	Included.	Included.	Included.	Included.	Not included.
Training at Desktop Metal	Not included. Standard service rates apply.	Not included. Standard service rates apply.	Included.	Included.	Included.	Not included.
Advanced On-site Training	Not included. Standard service rates apply.	Not included. Standard service rates apply.	Not included. Standard service rates apply.	Not included. 20% discount to MSRP.	Included. Limited to 2 Participants - additional participants 30% discount to MSRP.	Not included.
Support Assistance						
Email Support	Included. Within 8 hours during Business Hours.	Included. Within 6 hours during Business Hours.	Included. Within 6 hours during Business Hours.	Included. Within 4 hours during Business Hours.	Included. Within 3 hours during Business Hours.	Included. Within 6 hours during Business Hours.
Phone Support	Included. Within 8 hours during Business Hours.	Included. Within 4 hours during Business Hours.	Included. Within 4 hours during Business Hours.	Included. Within 3 hours during Business Hours.	Included. Within 2 hours during Business Hours.	Included. Within 6 hours during Business Hours.
On-site Support	Not included. Standard service rates apply.	Not included. Standard service rates apply.	DM: Within 5 business days; expenses included. X&S Series: Not included. Standard service rates apply.	DM: Within 3 business days; expenses included. X&S Series: Up to 3 visits included. Within 4 business days; expenses included.	DM: Included. Within 2 business days; expenses included. X&S Series: Included. Within 3 business days; expenses included.	Per standard warranty terms.
Proactive On-site Visit	Not included. Standard rates may apply.	Not included. Standard service rates apply.	Not included. Standard service rates apply.	Not included. 10% discount to MSRP.	Included. Requires scheduling in advance.	Not Included.
Preventive Maintenance Visit	Not included. Standard service rates apply.	Not included. Standard service rates apply.	Included. Up to once per year.	DM: Included. As required based on usage. Included. Up to twice per year. X&S Series: Included. Up to once per year.	DM: Included. As required based on usage. X&S Series: Included. Up to once per year.	Not Included.

*Spare Parts: list available upon request

SERVICE PLANS

Service Tier	Bronze	Silver	Gold	Platinum	Diamond	Std. Warranty
Spare Parts or Consumables						
Spare Parts*	DM: Not included. Standard service rates apply. X&S Series: Not included. Standard service rates apply.	DM: Included (one way ground shipment only). Otherwise, standard rates may apply. X&S Series: Not included. Standard service rates apply.	DM: Included (one way ground shipment only). Otherwise, standard rates may apply. X&S Series: Included for InnoventX only. All other not included. 10% discount to MSRP. Standard service rates apply.	Included (excludes shipping). Standard service rates apply. May use any available on site visit.	Included	Per standard warranty terms.
Printheads	DM: Not included. Standard rates apply. X&S Series: Not included. Standard service rates apply.	DM: Not included. Standard rates apply. X&S Series: Not included. Standard service rates apply.	DM: Not included. Standard rates apply. X&S Series: Not included. For X25Pro ONLY – 2 Refurbishments Included. 10% discount off List Price. Standard service rates apply.	DM: Included. Up to 6 printheads per year. (Shop System and Production System P-50 only) X&S Series: Not included. For X25Pro ONLY – 2 Refurbishments Included. 15% discount to MSRP. Standard service rates apply.	DM: Included. Up to 10 printheads per year. X&S Series: Not included. For X25Pro ONLY – 4 Refurbishments Included. 20% discount to MSRP (excludes shipping).	Per standard warranty terms.
Other Service Consumables	Not included. Standard rates apply.	DM: Not included. Standard rates apply. X&S Series: Not included. Standard service rates apply.	DM: Not included. Standard rates apply. X&S Series: Not included. 10% discount to MSRP. Standard service rates apply.	DM: Not included. Standard rates apply. X&S Series: Not included. 15% discount to MSRP. Standard service rates apply.	DM: Not included. Standard rates apply. X&S Series: Not included. 20% discount to MSRP. Standard service rates apply.	Per standard warranty terms.

*Spare Parts: list available upon request

SERVICE PLANS

Service Tier	Bronze	Silver	Gold	Platinum	Diamond	Std. Warranty
System Updates						
Firmware	DM: Included. X&S Series: Not Included	DM: Included. X&S Series: Not Included	DM: Included. X&S Series: Not Included	DM: Included. X&S Series: Not included. 15% discount to MSRP on electronics or software upgrades.	Included.	Included.
Software	DM: Included. X&S Series: Not Included	DM: Included. X&S Series: Not Included	DM: Included. X&S Series: Not Included	DM: Included. X&S Series: Not included. 15% discount to MSRP on electronics or software upgrades.	Included.	Included.

*Spare Parts: list available upon request

Service Elements:

Non-conforming or Defective Product: If the Product is non-conforming or defective, as determined by Desktop Metal in its discretion, and other than for reasons identified as warranty exclusions in the Terms and Conditions, then Desktop Metal will use commercially reasonable efforts to correct or repair the Product, which may include the repair or replacement of parts (excluding Service Consumables) (“Parts”), provided that Desktop Metal, in its discretion, shall be entitled to (i) replace Parts, with new, refurbished or used Parts, and/or (ii) require, as a condition of any such replacement, the return of any such Part. While printheads may be provided and Service Consumables may be made available for purchase at a discount rate under certain Service Plans as indicated above, Consumables are not otherwise included under Service Plans.

Preventive Maintenance: performed by authorized Desktop Metal technical representatives at recommended maintenance intervals. Preventative maintenance may be completed during unscheduled or emergency service visits.

Phone Support and Email Support: Technical phone and email help desk support 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**”).

On-site Support: on-site support when Desktop Metal determines, in its sole discretion, that phone and email support will not resolve the problem. 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.

System Updates: Provide Software and Firmware updates from time to time for Buyer’s Products using the Software cloud services.

Other Maintenance and Support Services Terms:

1. **Buyer Responsibilities for Service Plans:** Desktop Metal’s obligation to provide the Support Services shall be conditioned on Buyer’s (i) compliance with the Terms and Conditions, (ii) Buyer’s payment of amounts owing to Desktop Metal when due, and (iii) Buyer’s compliance with the following:
 - a. Buyer shall, at its expense:
 - i. Maintain and operate all Products as specified in the applicable documentation, allow only trained personnel to operate the Products, and maintain the site requirements specified in the site preparation documents.
 - ii. Promptly install and maintain any System Updates.
 - iii. Use only Desktop Metal manufactured, certified or supplied Consumables or Spare Parts (unless otherwise designated or authorized by Desktop Metal).
 - iv. Provide Desktop Metal’s personnel with access to the Products during Buyer’s normal business hours if requested by Desktop Metal in connection with the provision of On-site Support.
 - v. Make at least one trained staff person fully available to Desktop Metal personnel for the purpose of assisting with any Support Services provided hereunder. Service requests will only be honored if made by a trained Buyer staff person.
 - vi. Provide information, services, consumables and facilities access as may be required by Desktop Metal (as determined in its discretion) to perform the Support Services.
 - b. Unless permitted per 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 provide any support or maintenance of the Products.
 - ii. Attempt any repairs to, or replacement of, the Products.

- c. Buyer shall remain solely responsible and liable for ensuring that its data and files are adequately documented for backup purposes prior to any service requests; Desktop Metal shall not be liable for any lost data, data errors or reconstruction, parts or part production costs.
2. Without limiting any provision of the Terms and Conditions, Desktop Metal shall not be required to provide any services or repairs due to abuse of the Products, relocation of the Products to another location, the sale, donation, loan or other transfer of the Products, 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"). Any services provided by Desktop Metal not expressly identified herein, or which are Extraordinary Repairs, and/or which are provided outside of Business Hours, will be charged on a time and materials basis at Desktop Metal's then-current rates.
3. **Renewal of Service Plan.** Buyer will pay the applicable fees for the selected Service Plan as set forth on the applicable Order. Buyer may renew a Service Plan by submitting an Order therefor and paying the applicable fee before the then-current Service Plan expires. If Buyer does not renew its Service Plan at or prior to said expiration, the Product and site will need to be recertified by Desktop Metal, for which a fee shall be charged to Buyer before Buyer can purchase another Service Plan.