

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

ByMe Release 1.0

ONLINE SERVICES

This OST (Offering Specific Terms) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between DS and Customer ("Agreement"), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the Online Services to which this OST applies. Customer acknowledges that it has full knowledge of all the terms of this OST and those incorporated herein by reference.

1. PRICING STRUCTURES

The use of Online Services to which this OST applies is granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST, even though those pricing structures may not be applicable to the DS Offerings to which this OST applies. Other pricing structures may be made available on a case by case basis.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1. GENERAL RULES

Online Services to which this OST applies may be granted according to one of the following licensing schemes (specifying the authorized use), as specified in the Product Portfolio if available, and as determined in the applicable Transaction Document:

- Credit Based
- System License

Online Services to which this OST applies are granted for use by the Users (and Extended Enterprise Users, as applicable) only in the country for which the DS Offerings are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Online Services has been authorized, may use the Online Services in any other country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days and (ii) DS may authorize, on a case-by-case basis, the use of certain Online Services by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by DS as part of a given DS Offering:

- shall solely be used together and as part of such DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such DS Offering has been marketed and granted to Customer by DS.

If a patent invention is implemented in the DS Offering for which a right to use or access is granted pursuant to the Agreement, DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such DS Offering.

2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

2.2.1 **ByMe Platform**

When the name of a DS Offering contains "Platform – 1 Kitchen Application Instance", the usage right of such DS Offering is granted for a single Application Instance.

2.2.2 **DS Offerings ordered under the Credit Base licensing scheme**

For DS Offerings ordered under the Credit Base licensing scheme, the number of credits is specified on a yearly basis. DS may agree for terms shorter than one (1) year. In such case, the number of credits is pro-rated accordingly. Unused credits of a DS Offering expire at the end of the term of the corresponding DS Offering.

2.2.2.1 ByMe Kitchen Planner

When the name of a DS Offering contains “ByMe Kitchen Planner – 1000 Project pack”, the usage right of such DS Offering is limited to one thousand (1000) Projects on a yearly basis. A Project is consumed only if and when saved. Reusing a Project by changing the floorplan and/or moving the objects in order to represent a different place from the initial Project, shall be considered as a new Project.

To execute one (1) or several DS Offering(s) whose name(s) contain(s) “ByMe Kitchen Planner – 1000 Project pack”, one (1) *Platform – 1 Kitchen Application Instance (6MP-BKI-OC)* DS Offering is required.

Only one (1) order of *ByMe Kitchen Planner - 1000 Project pack (upfront order) (6TP-BKQ-OC)* DS Offering can be made within each contractual year. Except for the first order of such DS Offering, this sole yearly order shall include the renewal of already ordered 6TP-BKQ-OC DS Offerings, plus the purchase of any additional 6TP-BKQ-OC DS Offerings.

However, Customer can purchase *ByMe Kitchen Planner - 1000 Project pack (standard order) (6TP-BKP-OC)* DS Offering at any time, to get additional rights to design Projects.

When the name of a DS Offering contains “ByMe Kitchen Planner – 1000 Project pack”, such DS Offerings can be used by Customer’s authorized users which is composed of Users, Extended Enterprise Users and End Users.

2.2.2.2 ByMe Media

When the name of a DS Offering contains “ByMe Media”, Customer is granted a right to generate Media. The number of granted credits to generate Media during a contractual year is indicated in the name of the DS Offering. The rules of consumption for those credits can be found in the Product Portfolio.

Only one (1) order of *ByMe Media - 10000 credit pack (upfront order) (6TP-BKN-OC)* DS Offering can be made within each contractual year. Except for the first order of such DS Offering, this sole yearly order shall include the renewal of already ordered 6TP-BKN-OC DS Offerings, plus the purchase of any additional 6TP-BKN-OC DS Offerings.

However, Customer can purchase *ByMe Media - 10000 credit pack (standard order) (6TP-BKM-OC)* DS Offering at any time, to generate additional Media.

When the name of a DS Offering contains “ByMe Media”, such DS Offerings can be used by Customer’s authorized users which is composed Users, Extended Enterprise Users and End Users.

2.2.3 Unit

When the name of a DS Offering contains “Unit”, such DS Offerings are used to build Application Instance(s) or Project(s). The required number of such DS Offerings needed for either one (1) Application Instance or one (1) Project is determined in the Documentation.

3. OTHER PERMITTED USES FOR DS OFFERINGS

USE FOR CERTAIN SERVICES. Except for Development Tool Kits, Customer is authorized to use the Online Services for added-value engineering or implementation services. Added-value engineering or implementation services are services to deliver to a third party end user any deliverable generated specifically for said third party end user from use by Customer of the Online Services. In any event, Customer may not (1) use the Online Services to develop software code for (i) general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element, or (ii) any services that do not add value attributable to the intervention of specific human skills, such as, without limitation, in a data services operation or as an application service provider, or (2) give any third party the access to the Online Services unless otherwise expressly authorized in the Agreement, or (3) represent or imply to any party that it is an authorized or certified provider of services for DS. Customer shall indemnify and defend DS against any claim, expense, judgment, damage or loss (including reasonable attorneys’ fees) which arises out of or in any way relates to Customer’s use of the Online Services with third party end users.

USE OF PRE-GA RELEASES IN A STAGING ENVIRONMENT. From time to time and at DS’ sole discretion, DS may grant Customer the right to access a Pre-GA Release of the Online Services in a staging environment (the “Pre-GA Staging Environment”) which will include a copy of the Customer Data from his production environment. This Pre-GA Staging Environment will be made available at no additional charge for Customer’s authorized Users (and Extended Enterprise Users, as applicable), for evaluation purposes only, specifically excluding any production or commercial purposes. By installing or using this Pre-GA Staging Environment, Customer hereby acknowledges and agrees that (i) all Customer Data created in the Pre-GA Staging Environment will not be migrated back to production and (ii) the use of such a Pre-GA Staging Environment is granted under the terms and conditions of the Agreement, with the following exceptions:

- The Pre-GA Staging Environment has not completed a quality-testing program, and may close down without warning or give unreliable results;
- DS reserves the right to terminate access to the Pre-GA Staging Environment or to delete it and remove Customer Data at any time without notice;
- DS shall have no obligation to provide support for the Pre-GA Staging Environment;
- The Service Level Agreement shall not be applicable to the Pre-GA Staging Environment;
- The Pre-GA Staging Environment is made available on an "as is" basis, and without warranty of any kind, whether express or implied, oral or written, including without limitation the implied warranties of merchantability, title, non-infringement and/or fitness for any particular purpose, and all such warranties, conditions, undertakings, and terms are hereby excluded to the extent permitted by law. In no event shall DS or its licensors be liable for direct or indirect, consequential, special, incidental or punitive damages, including without limitation loss of use, data, profit, revenue, or goodwill, whether based in contract, negligence, or otherwise, arising out of, resulting from or in any way relating to Customer's use of the Pre-GA Staging Environment.

4. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

The specific terms relating to the use of certain third party software components or products not developed by or for a DS Group Company and granted to Customer to be used in connection with or within a DS Offering are defined hereafter:

4.1 OPEN SOURCE SOFTWARE

The DS Offerings may include open source software components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation of the DS Offerings.

Moreover, some components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation of the DS Offerings themselves. Source code for these components is available upon request.

Except for components mentioned in the section EXCLUSIONS below, the warranty, indemnification and Support Services provided by DS under the Agreement apply to all such open source software components and shall be provided by DS and not by the original licensor, but only for the use of the DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the DS Offerings. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

4.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

NONE

4.3 EXCLUSIONS

The warranty, indemnification and Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

NONE

5. DEFINITIONS

The following definitions supplement those of the section "Definitions" of the Agreement.

Application Instance means the set of parameters (as listed below) determining how the Customer's products defined in *ByMe Platform - 1 Kitchen Application Instance (6MP-BKI-OC)* DS Offering are presented to the users in the DS Offering(s) whose name(s) contain(s) "ByMe Kitchen Planner":

- One (1) brand name and logo
- One (1) currency
- One(1) language
- One (1) selection of content store products
- One (1) pricing policy.

Each User, Extended Enterprise User and End User is associated to a determined Application Instance. In order to serve different user populations with specific content, different Application Instances are needed.

Configuration or Package means a standard set of DS Offerings which are bundled together. The DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with “CAA” or “ENOVIA Studio” in the DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

End User means any individual user who is Customers’ customers or prospects and who is neither User nor Extended Enterprise User.

Extended Enterprise User means an employee of Customer’s affiliate(s), supplier(s) and/or customer(s) authorized to use Customer’s DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the DS Offering by any such Extended Enterprise User(s) (1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User’s performance of services for and on behalf of Customer, and (2) shall exclude any use by Extended Enterprise User (a) for its own account or a third party’s account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Machine means a computer equipment on which a Licensed Program is executed (1) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer’s premises (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Customer’s premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer, in the same country.

Media means an on-demand computation of a static 2D image of a Project. Different types and resolutions of images are available.

Pre-GA Release means an alpha or beta level of a new Release of a DS Offering which may be made available to Customer before the new Release is made generally available to the market, for evaluation purposes only and under specific terms and conditions.

Product Portfolio means a set of information related to the DS Offerings available at <http://www.3ds.com/terms/product-portfolio>.

A **Project** is created when a User of one (1) of the DS Offerings containing “ByMe Kitchen Planner” designs a floorplan, and then saves such floorplan (with or without objects) in the DS Offering(s) whose name(s) contain(s) “ByMe Platform”. The Project is then available to Users, Extended Enterprise Users and End Users, as applicable, for viewing and further modification.

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

User means any (a) Customer’s employee, or (b) employee of Customer’s consultant(s) or subcontractor(s) (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer’s premises. For Academic Use of DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or research or (ii) any individual regularly enrolled as a *bona fide* student in Customer’s academic program.

PRICING STRUCTURES

QSC means the Quarterly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QSC for a DS Offering entitles Customer to (i) a three (3) month right to use the DS Offering and (ii) Support Services for such DS Offering for three (3) months. Customer is deemed to have accepted to renew any DS Offering for three (3) months and to pay QSC at the then applicable price, if Customer continues to use such DS Offering(s) after the anniversary date of the DS Offering. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period. Termination of use rights and Support Services is not permitted without terminating the access rights to the Online Services.

YSC means the Yearly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YSC of a DS Offering entitles Customer to (i) a one (1) year right to use the DS Offering and (ii) Support Services for such DS Offering for one (1) year. Customer is deemed to have accepted to renew any DS Offering for one (1) year and to pay YSC at the then applicable price, if Customer continues to use such DS Offering(s) after the anniversary date of the DS Offering. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period. Termination of use rights and Support Services is not permitted without terminating the access rights to the Online Services.

LICENSING SCHEMES

Credit Based. Use of a DS Offering granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the DS Offering. Credits are for a one-time use (consumable and not reusable) and not refundable. Unused credits expire at the end of the validity period. The quantity of credits required for a given use of the DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such DS Offering. Pool of credit(s) of same type can be accessed simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable, within the limit of the number of remaining available credits.

Credits of given type(s) may be required to enable use of other DS Offerings.

System License means a right to use certain DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User's (or Extended Enterprise Named User's, as applicable) rights to use certain identified DS Offerings may be required in order to be granted a System License. If the name of the DS Offering includes a specific reference to "Departmental Site License", such DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.

Customer may be requested to order certain DS Offerings rights to use, to be granted a System License.

6. TRADEMARKS

3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, IFWE and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (Versailles Commercial Register # B 322 306 440), or its subsidiaries in the U.S. and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.