# DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR ByMe Release 4.0 ONLINE SERVICES ADDITIONAL TERMS #1

Due to new available Online Services, these additional terms #1 supplement the Offering Specific Terms for ByMe Release 4.0 Online Services and are an integral part of such Offering Specific Terms. Except as expressly supplemented by these additional terms #1, all terms and conditions of the Offering Specific Terms for ByMe Release 4.0 Online Services shall remain in full force and effect.

The Offering Specific Terms for ByMe Release 4.0 Online Services together with these additional terms #1 (OST) 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.

### 2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

#### 2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

#### 2.2.1 HomeByMe For Retailers

The following provisions supersede those of the corresponding section of the Offering Specific Terms for ByMe Release 4.0 Online Services:

Customer can give the right to access and use part of the DS Offerings to End Users for the only purpose of the business related to these DS Offerings, and subject to all terms and conditions of the Agreement.

## 4. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

## 4.2 ADDITIONAL THIRD PARTY TERMS

The following provisions supplement those of the corresponding section of the Third Party Terms for ByMe Release 4.0 Online Services:

This Online Services uses Google Analytics:

You must (i) comply with Google Analytics' Terms of Service, in particular with sections 4 and 12 (located at <u>https://marketingplatform.google.com/about/analytics/terms/us/</u> or any other URL Google may provide from time to time); (ii) implement a privacy policy as defined in the Google Analytics' Terms of Service and comply with all applicable laws, policies and data protection regulations; (iii) post this privacy policy, which shall provide notice of your use of cookies, identifiers for mobile devices or similar technology used to collect data; (iv) disclose the use of cookies through Google Analytics to your clients, explain how data is collected and processed and refer to the Google Analytics website. This can be done by displaying a prominent link to site "How Google uses data when you use our partners' sites or apps" (located at <u>www.google.com/policies/privacy/partners/</u>, or any other URL Google may provide from time to time).

#### This Online Services uses SendGrid (by Twilio Inc.):

You must comply with the Twilio Terms of Service (located at <u>https://www.twilio.com/legal/tos</u> or any other URL Twilio may provide from time to time) and the Acceptable Use Policy (located at <u>https://www.twilio.com/legal/aup</u> or any other URL Twilio may provide from time to time).