

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

ByMe Release 8.0

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 3DS 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 3DS Offerings to which this OST applies. Other pricing structures may be made available on a case-by-case basis.

Notwithstanding anything to the contrary in this OST, in case of orders made to Distributors, Distributors are free to set their own applicable Customer price and price increase, as applicable.

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
- Named User Based
- System License

Online Services to which this OST applies are granted for use on Machines by the Users (and Extended Enterprise Users, as applicable) only in the country for which the 3DS 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) 3DS 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 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

2.2.1 HomeByMe For Retailers

2.2.1.1 HomeByMe For Retailers solution

This section is applicable to the following 3DS Offerings licensed under a System License licensing scheme:

HomeByMe For Kitchen Retailers Group 50 (6MP-BKR-50-OC)
HomeByMe For Kitchen Retailers Group 100 (6MP-BKR-100-OC)
HomeByMe For Kitchen Retailers Group 500 (6MP-BKR-500-OC)
HomeByMe for Home Retailers Group 50 (6MP-BHR-50-OC)
HomeByMe for Home Retailers Group 100 (6MP-BHR-100-OC)
HomeByMe for Home Retailers Group 500 (6MP-BHR-500-OC)
HomeByMe for Bathroom Retailers Group 25 (6MP-BBR-25-OC)
HomeByMe for Bathroom Retailers Group 50 (6MP-BBR-50-OC)
HomeByMe for Bathroom Retailers Group 100 (6MP-BBR-100-OC)
HomeByMe for Storage Retailers Group 25 (6MP-BSR-25-OC)
HomeByMe for Storage Retailers Group 50 (6MP-BSR-50-OC)
HomeByMe for Storage Retailers Group 100 (6MP-BSR-100-OC)
HomeByMe Storage Configurator Group 25 (6MP-HSC-25-OC)
HomeByMe Storage Configurator Group 50 (6MP-HSC-50-OC)
HomeByMe Storage Configurator Group 100 (6MP-HSC-100-OC)
HomeByMe Modular Product Configurator Group 25 (6MP-HMP-25-OC)
HomeByMe Modular Product Configurator Group 50 (6MP-HMP-50-OC)
HomeByMe Modular Product Configurator Group 100 (6MP-HMP-100-OC)

By ordering the above System License 3DS Offering(s), Customer is granted the right to access and configure a dedicated production environment, and manage its Kitchen Business, Home Business, Bathroom Business or Storage Business, as specified in the Documentation.

Each 3DS Offering allows Customer to operate Kitchen Business, Home Business, Bathroom Business or Storage Business depending on the product ordered, up to the revenue amount indicated in the table below. For any given year "N", the number of required 3DS Offerings is determined in the Transaction Document and is taking the Customer revenue information associated to Customer Kitchen, Home, Bathroom or Storage Business gross revenue reported for year "N-2". Customer shall report at renewal time if this number of 3DS Offerings is still in line with the year "N-1" revenue, or request to adjust the number of 3DS Offerings accordingly.

| 3DS Offering Name | Product Number | Yearly revenue amount (taxes excluded) (*) |
|---|----------------|---|
| HomeByMe For Kitchen Retailers Group 50 | 6MP-BKR-50-OC | 50 M.EUR |
| HomeByMe For Kitchen Retailers Group 100 | 6MP-BKR-100-OC | 100 M.EUR |
| HomeByMe For Kitchen Retailers Group 500 | 6MP-BKR-500-OC | 500 M.EUR |
| HomeByMe for Home Retailers Group 50 | 6MP-BHR-50-OC | 50 M.EUR |
| HomeByMe for Home Retailers Group 100 | 6MP-BHR-100-OC | 100 M.EUR |
| HomeByMe for Home Retailers Group 500 | 6MP-BHR-500-OC | 500 M.EUR |
| HomeByMe for Bathroom Retailers Group 25 | 6MP-BBR-25-OC | 25 M.EUR |
| HomeByMe for Bathroom Retailers Group 50 | 6MP-BBR-50-OC | 50 M.EUR |
| HomeByMe for Bathroom Retailers Group 100 | 6MP-BBR-100-OC | 100 M.EUR |
| HomeByMe for Storage Retailers Group 25 | 6MP-BSR-25-OC | 25 M.EUR |
| HomeByMe for Storage Retailers Group 50 | 6MP-BSR-50-OC | 50 M.EUR |
| HomeByMe for Storage Retailers Group 100 | 6MP-BSR-100-OC | 100 M.EUR |
| HomeByMe Storage Configurator Group 25 | 6MP-HSC-25-OC | 25 M.EUR |
| HomeByMe Storage Configurator Group 50 | 6MP-HSC-50-OC | 50 M.EUR |
| HomeByMe Storage Configurator Group 100 | 6MP-HSC-100-OC | 100 M.EUR |
| HomeByMe Modular Product Configurator Group 25 | 6MP-HMP-25-OC | 25 M.EUR |
| HomeByMe Modular Product Configurator Group 50 | 6MP-HMP-50-OC | 50 M.EUR |
| HomeByMe Modular Product Configurator Group 100 | 6MP-HMP-100-OC | 100 M.EUR |

(*) For revenues published in other currencies, conversion should apply, based on the average interbank exchange rates as published by the ECB (European Central Bank) for the calendar month preceding the purchase or renewal transaction.

Customer can give the right to access and use part of the 3DS Offerings to End Users for the only purpose of the business related to these 3DS Offerings, and subject to all terms and conditions of the Agreement.

2.2.1.2 3DS Offerings ordered under the Credit Based licensing scheme

For 3DS Offerings ordered under the Credit Based licensing scheme, the number of credits is specified on a yearly basis. 3DS may agree for terms shorter than one (1) year. In such case, the number of credits is pro-rated accordingly. Unused credits of a 3DS Offering expire at the end of the term of the corresponding 3DS Offering.

When the name of a 3DS Offering contains "ByMe Media", Customer is granted the right to generate Media. The number of granted credits to generate Media during a contractual year is indicated in the name of the 3DS Offering. The rules of consumption for those credits can be found in the Product Portfolio.

Customer can only make one (1) order per year of any number of the *ByMe Media - 10000 credit pack (upfront order) (6TP-BKN-OC)* 3DS Offering. However, Customer can purchase the *ByMe Media - 10000 credit pack (standard order) (6TP-BKM-OC)* 3DS Offering at any time, to generate additional Media.

When the name of a 3DS Offering contains "ByMe Media", such 3DS Offerings can be used by Customer's authorized users which are either Users, Extended Enterprise Users or End Users.

2.2.1.3 Unit

When the name of a 3DS Offering contains "Unit", such 3DS Offerings are used to build Application Instance(s) or Project(s). The required number of such 3DS Offerings needed for either one (1) Application Instance or one (1) Project is determined in the Documentation.

2.2.1.4 Session

The number of Sessions granted during a contract year is indicated in the name of the 3DS Offering. The rules for consuming these Sessions are specified in the Documentation.

2.2.2 HomeByMe on home.by.me

2.2.2.1 HomeByMe on home.by.me solution

The offers described in the present section are related to the HomeByMe on home.by.me solution allowing individuals to use 3DS solutions to design, modelize, decorate indoor or outdoor spaces in order to visualize home projects (description not exhaustive). The audience of the HomeByMe on home.by.me solution includes users of the home.by.me website (and any other url that could be used for the same purpose by 3DS), the HomeByMe mobile application, official HomeByMe social media accounts, and any other location required to run or extend the HomeByMe on home.by.me solution.

Those offers do not grant any access or usage of the HomeByMe For Retailers solution related to Kitchen Business, Home Business, Bathroom Business or Storage Business.

2.2.2.2 Brand Showcase Manager offer

This section is applicable to the following 3DS Offerings licensed under a System License licensing scheme:

HomeByMe for Consumers Brand Showcase Manager Group S (6MP-HCBMS-S-OC)

HomeByMe for Consumers Brand Showcase Manager Group M (6MP-HCBMS-M-OC)

HomeByMe for Consumers Brand Showcase Manager Group L (6MP-HCBMS-L-OC)

By ordering one of the above System License 3DS Offerings, Customer is granted the right to access an environment to configure their own Branded Products (as defined below) in order to have them displayed to the audience of HomeByMe, as specified in the Documentation. Customer is also granted an access to one or several dashboards presenting data from HomeByMe regarding the visibility and performance of their Branded Products, as specified in the Documentation.

Branded Products refer to products configured by a Customer (or by a partner appointed by the Customer) in the environment provided by 3DS in order to have them displayed to the HomeByMe on home.by.me solution.

For any given year "N", Customer shall order the 3DS Offering corresponding to its annual revenue of year "N-2", as indicated in the table below. Customer shall report at renewal time if the ordered 3DS Offering is still in line with the year "N-1" revenue, or request to adjust the ordered 3DS Offering accordingly.

To access the Brand Showcase Manager offer, Customer has to purchase at least one (1) 3DS Offering corresponding to its yearly turnover category. Customer must be current with the payment of this 3DS Offering that is considered as a baseline license.

| 3DS Offering Name | Product Number | Customer Yearly Turnover (*) |
|--|-----------------------|------------------------------|
| <i>HomeByMe for Consumers Brand Showcase Manager Group S</i> | <i>6MP-HCBSM-S-OC</i> | 0-50 M.EUR / Year |
| <i>HomeByMe for Consumers Brand Showcase Manager Group M</i> | <i>6MP-HCBSM-M-OC</i> | 50-100 M.EUR / Year |
| <i>HomeByMe for Consumers Brand Showcase Manager Group L</i> | <i>6MP-HCBSM-L-OC</i> | Over 100 M.EUR / Year |

(*) For revenues published in other currencies, conversion should apply, based on the average interbank exchange rates as published by the ECB (European Central Bank) for the calendar month preceding the purchase or renewal transaction.

The 3DS Offerings above allow Customer to configure Branded Products in the environment provided by 3DS, as specified in the Documentation. Each 3DS Offering grants Customer the right to display a maximum number of Branded Products to the audience of HomeByMe.

| 3DS Offering Name | Product Number | Branded Products |
|--|-----------------------|------------------|
| <i>HomeByMe for Consumers Brand Showcase Manager Group S</i> | <i>6MP-HCBSM-S-OC</i> | 0 up to 100 |
| <i>HomeByMe for Consumers Brand Showcase Manager Group M</i> | <i>6MP-HCBSM-M-OC</i> | 0 up to 400 |
| <i>HomeByMe for Consumers Brand Showcase Manager Group L</i> | <i>6MP-HCBSM-L-OC</i> | 0 up to 1200 |

Customer may purchase additional 3DS Offerings to have the right to display more Branded Products. Additional subscriptions can be stopped without renouncing to the Brand Showcase Manager offer, however Customer cannot benefit from the Brand Showcase Manager offer without the baseline license.

3. OTHER PERMITTED USES FOR 3DS 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 3DS. Customer shall indemnify and defend 3DS 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 3DS' sole discretion, 3DS 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;
- 3DS 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;
- 3DS 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 3DS 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.

USE OF EARLY ACCESS FEATURES

3DS in its sole discretion may provide, at no additional cost, the ability for Customer to use certain features made available as part of 3DS Offerings for early access purposes (the "Features"). Such Features are clearly identified, displaying terminology such as "beta", "early delivery," etc. on the user interface or in the Documentation, and may be used solely with the applicable 3DS Offering.

In electing to use Features, Customer expressly acknowledges and accepts that:

1. use of the Features as set forth herein is at Customer's own discretion and risk; and
2. as is always the case but of particular importance here given the early evaluation nature of these Features, Customer should ensure prior validation of any output created using the Features before use in production and especially in business-critical systems; any decision by Customer to use them in such contexts must be made with due care and consideration of the potential consequences.

THE FEATURES ARE 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 MAXIMUM EXTENT PERMITTED BY LAW.

In no event shall 3DS 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 Features. In particular, the warranty, indemnification and Support Services provided by 3DS under the Agreement shall not apply to the Features.

3DS in its sole discretion may elect at any time to discontinue the Features in whole or in part, modify the scope, functionality, format and output of any Features, and limit their use, all without liability. No express or implied commitment is made regarding the potential future availability of any Features.

In future delivery of the 3DS Offerings, 3DS in its sole discretion may elect to make the Features, in whole or in part, available in 3DS Offerings or in other 3DS offerings, to adapt their price and to restrict their use to specific countries, licensing schemes and/or other scope.

Customer acknowledges that the Features may leverage artificial intelligence models, systems or technologies for specific functionality (referred to as "AI-based Functionality").

Customer may not use AI-based Functionality and its output ("AI Output") in a manner that is considered as prohibited or high-risk under applicable laws and regulations and/or for non-appropriate purposes, including but not limited to:

- Promote or facilitate illegal activities or unlawful or fraudulent actions;
- Attempt unauthorized access to a system, property, or information;
- Generate illicit content or content that contains or promotes illicit or non-appropriate content;
- Distribute malware or spam;
- Contravene regulatory policies, administrative rules and/or guidelines;
- Track people without consent;
- Falsely impersonate an individual; or
- Mine cryptocurrency.

Customer's ownership of AI Output is subject to 3DS and/or third parties pre-existing rights which may be embedded or included in such AI Output.

Customer acknowledges and agrees that (i) the AI Output may not qualify for intellectual property protection; (ii) different 3DS' customers may produce same or similar AI Output when using the AI-based Functionality, and (iii) Customer's rights to the AI Output may not be enforceable against other users of AI-based Functionality.

Customer shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that AI-based Functionality may be made available as part of 3DS Offerings and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations, as well as with the Agreement when using AI-based Functionality.

AI-based Functionality may include AI models, systems, technologies or features licensed from third-parties that require 3DS to pass through third-party terms. Customer shall comply with such third-party terms as made available by 3DS in this OST, within the Documentation or otherwise.

4. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

The specific terms relating to the use of certain third party components or products not developed by or for a 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

4.1 OPEN SOURCE COMPONENTS

The 3DS Offerings may include open source 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 3DS Offerings.

Moreover, some open source 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 3DS Offerings themselves.

Source code for open source software components licensed under terms and conditions that mandate availability of such source code is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by 3DS under the Agreement apply to all open source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS 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 TERMS

The following terms apply in addition to the Agreement:

This software contains Autodesk® FBX® code developed by Autodesk, Inc. Copyright 2019 Autodesk, Inc. All rights, reserved. Such code is provided “as is” and Autodesk, Inc. disclaims any and all warranties, whether express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. In no event shall Autodesk, Inc. be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of such code.

These Online Services use Google Analytics:

You must (i) comply with Google Analytics’ Terms of Service, in particular with sections 4 and 12 (located at <https://marketingplatform.google.com/about/analytics/terms/us/> 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 www.google.com/policies/privacy/partners/, or any other URL Google may provide from time to time).

These Online Services use SendGrid (by Twilio Inc.):

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

Sencha Components:

Customer is not authorized to use Sencha components in any other application other than the one with which it is distributed.

These Online Services use Amazon QuickSight:

Customer is authorized to use Amazon QuickSight under 3DS’ Amazon account. Termination of use by 3DS of Amazon QuickSight will also terminate Customer use of Amazon QuickSight. 3DS can perform several types of actions as an Amazon QuickSight administrator, such as to control Customer access to data sets and certain functionality of Amazon QuickSight; or to access information about Customer use of Amazon QuickSight.

4.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

NONE

The Support Services provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

NONE

5. DEFINITIONS

The following definitions supplement those of the section “Definitions” of the Agreement.

5.1 GENERAL DEFINITIONS

Configuration or **Package** means a standard set of 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a 3DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with “CAA” or “ENOVIA Studio” or “Toolkit” or “Development Toolkit” in the 3DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

Machine means a device on which a 3DS Offering is executed and which is either (1) (i) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises or according to Teleworking conditions, or (ii) authorized by Customer according to its own information technology charter or equivalent whereby third party devices (such as Users own devices) are specifically authorized, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer.

Pre-GA Release means an alpha or beta level of a new Release of a 3DS 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 3DS Offerings available at <https://www.3ds.com/terms/product-portfolio/online-services>.

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the 3DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

Teleworking means any program authorized by and for the benefit of Customer to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings for its Users).

Any use of 3DS Offerings while Teleworking is authorized if all of the following conditions are at all times met: (a) Customer's employees do so on Machine(s) connected to Customer's network (e.g. via Virtual Private Network), (b) Customer is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Customer's employees use the 3DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings.

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a 3DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions. For Education Use (or former Academic Use) of 3DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or non-profit research or (ii) any individual duly enrolled in Customer's education program.

GENERAL DEFINITIONS SPECIFIC TO THIS OST

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)* 3DS Offering are presented to the users in the 3DS 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.

Bathroom Business means the sales of furniture and equipment to furnish the bathroom for the geographic scope as determined in the Transaction Document.

Beneficiary Company(ies) means the company(ies) authorized to use the 3DS Offerings as per the Agreement and listed in a dedicated annex to the Agreement or specifically authorized to do so by 3DS in writing and on an individual basis.

End User means any individual user who is Customer's 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), Beneficiary Company(ies) and/or customer(s) authorized to use Customer's 3DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the 3DS 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 3DS Offering. Extended Enterprise Users are authorized if so specified in the Transaction Document.

Home Business means the sales of furniture and equipment, including modular products, to furnish home for the geographic scope as determined in the Transaction Document.

Kitchen Business means the sales of furniture and equipment to furnish the kitchen for the geographic scope as determined in the Transaction Document.

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

A **Project** is created when a User of one (1) of the 3DS Offerings designs a floorplan, and then saves such floorplan (with or without objects) in the 3DS Offering(s). The Project is then available to Users, Extended Enterprise Users and End Users, as applicable, for viewing and further modification.

Storage Business means the sales of storage furniture and equipment for the geographic scope as determined in the Transaction Document.

5.2 PRICING STRUCTURE DEFINITIONS

QSC means the Quarterly Service Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QSC for a 3DS Offering entitles Customer to (i) a three (3) month right to use the 3DS Offering and (ii) Support Services for such 3DS Offering for three (3) months. Customer is deemed to have accepted to renew any 3DS Offering for three (3) months and to pay QSC at the then applicable price, if Customer continues to use such 3DS Offering(s) after the anniversary date of the 3DS 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 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YSC of a 3DS Offering entitles Customer to (i) a one (1) year right to use the 3DS Offering and (ii) Support Services for such 3DS Offering for one (1) year. Customer is deemed to have accepted to renew any 3DS Offering for one (1) year and to pay YSC at the then applicable price, if Customer continues to use such 3DS Offering(s) after the anniversary date of the 3DS 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.

5.3 LICENSING SCHEME DEFINITIONS

Credit Based. Use of a 3DS Offering granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the 3DS Offering. Credits are for a one-time use (consumable and not reusable) and not refundable. As the number of credits is specified on a yearly basis, the number of credits is pro-rated according to the term of the 3DS Offering. For terms of one (1) year or less, all credits are issued at the beginning of the term and unused credits expire at the end of the term. For terms longer than one (1) year, credits are issued per year and unused credits expire at the end of the given year period; for any incomplete year period, the number of issued credits is pro-rated and unused credits expire at the end of the given incomplete year period. The quantity of credits required for a given use of the 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS 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 3DS Offerings.

Extended Enterprise Named User means an Extended Enterprise User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Named User means a User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Named User Based. Use of a 3DS Offering in Named User Based mode is authorized for the maximum number of Named Users and/or Extended Enterprise Named Users, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain 3DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer shall not use any automated program or "user agent" program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the 3DS Offering does not exceed the maximum number of rights granted to Customer for such 3DS Offering. Upon 3DS's request, Customer shall provide 3DS with a signed document listing (i) the number of Named Users and Extended Enterprise Named Users, as applicable, (ii) the type of use of the 3DS Offerings, and (iii) the locations and types of the systems on which 3DS Offerings operate or Customer has installed the 3DS Offering(s) as applicable. 3DS may provide Customer with one or more utilities, either included within the 3DS Offering(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Customer. In such case, Customer shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual 3DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

System License means a right to use certain 3DS 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 3DS Offerings may be required in order to be granted a System License. If the name of the 3DS Offering includes a specific reference to "Departmental Site License", such 3DS 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 3DS Offerings rights to use, to be granted a System License.

Token Based. Use of a 3DS Offering granted in Token Based mode provides a right to use a determined number of tokens for the access duration to the 3DS Offering. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS Offering. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens.

Tokens of given type(s) may be required to enable use of other 3DS Offerings.

6. TRADEMARKS

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