

DASSAULT SYSTEMES

THIRD PARTY TERMS (TPT) FOR

ByMe Release 7.0

ONLINE SERVICES

1. OPEN SOURCE COMPONENTS

The Online Services 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 Online Services.

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

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:

Customer 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 Customer use of cookies, identifiers for mobile devices or similar technology used to collect data; (iv) disclose the use of cookies through Google Analytics to Customer 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 Customer 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.):

Customer 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 DS' Amazon account. Termination of use by DS of Amazon QuickSight will also terminate Customer use of Amazon QuickSight. DS 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.

3. EXCLUSIONS

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

NONE

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

NONE

