

Dassault Systèmes Purchase Terms and Conditions – Goods and/or Services (Canada)

These terms and conditions shall apply to the purchase of the goods and/or services described on purchase orders (“Purchase Order(s)”) issued by the Dassault Systèmes entity set forth in the shipping address of the Purchase Order (“Buyer”) to the individual or entity identified as the vendor (“Vendor”) on the face of the Purchase Order(s) and shall become a binding contract subject to these terms and conditions (the “Agreement”) upon either issuance of an order acknowledgment by Vendor or substantial performance by Vendor. Each Dassault Systemes entity shall be responsible for its own actions, there shall be no joint or several liability among and between any Dassault Systemes entities.

1. Goods and/or Services Purchased. Vendor agrees to sell to Buyer and Buyer agrees to purchase under the terms of this Agreement, the goods specified (“Goods”) and/or the services specified (“Services”) on the Purchase Order. Vendor shall have five (5) calendar days after receipt to reject any Purchase Order. If not rejected, such Purchase Order shall be deemed accepted. Buyer objects to any different or additional terms in Vendor’s acceptance of any Purchase Order and such terms shall be deemed rejected and of no effect unless expressly approved by Buyer in writing. For the purposes of this Agreement, Goods and/or Services may collectively be referred to as Purchased Items.

2. Pricing. Except as specifically provided herein, pricing shall be as set forth on the face of the Purchase Order. Transportation and related insurance charges shall be itemized and prepaid by Vendor and considered reimbursable charges and subject to the terms set forth below. No additional charges of any kind will be allowed without the prior written approval of Buyer. All reimbursable charges must be preapproved by Buyer and billed at cost.

3. Title and Intellectual Property Rights A. Title and risk of loss shall pass to Buyer upon receipt of conforming Purchased Items at Buyer’s shipping address. If Buyer is purchasing on behalf of its customer, Buyer shall have the right to sell and transfer the Purchased Items to its customer. B. Upon receipt of final payment for the Purchased Items rendered by Vendor under this Agreement, Buyer shall have good and marketable title to the Purchased Items, including the technical notes, and tangible and intangible (including inventions) deliverables, whether in the nature of Goods, Services or any work product resulting therefrom (“Deliverables”), required to be delivered under the Purchase Order. All Deliverables shall be defined as “works for hire.” Vendor hereby assigns to Buyer (i) all right, title and interest, including without limitation any copyright, mask work, patent, trade secret, trademark (including the goodwill associated therewith) and other intellectual property rights in and to Deliverables, and (ii) the entire, exclusive, perpetual, worldwide, fully paid-up, rights of exploitation and use of all or part of the Deliverables. This includes, but it is not limited to, the rights and license on any media and for any purpose (i) to use, execute, reproduce, represent, adapt, translate, display, perform, lease, sell or otherwise transfer, port, modify, correct, broadcast by any means, integrate, maintain, and arrange the Deliverables, and/or (ii) to make available on the market, distribute, and sublicense, authorize any third party to do any of the aforementioned acts. Vendor shall also provide reasonable assistance to perfect Buyer’s rights and title to such Deliverables, at Buyer’s request and expense. To the extent that any Deliverable contains any material or intellectual property rights not first developed by Vendor in the course of performing Services hereunder (“Background Materials”), Vendor shall clearly identify all such Background Materials to Buyer prior to the delivery of the Deliverables and all intellectual property rights shall remain with the Vendor; however Vendor grants to Buyer under any and all intellectual property rights a nonexclusive, irrevocable, royalty free, and worldwide license to use all Background Material including, without limitation, the right to make, have made, sell, offer for sale, rent, lease, import, copy, create derivative works, display, perform, and distribute the Background Material. Vendor warrants that it has good and marketable title to the Background Materials and Deliverables and that it shall not incorporate into any Deliverable any material that would infringe any copyright, trade secret, trademark, patent or other intellectual property rights of any person or entity.

4. Shipping, Packaging and Packing. Vendor shall ship all Goods via carrier of Vendor’s choice. All Goods purchased hereunder must be packed and packaged to ensure their safe delivery in accordance with good commercial practice. Vendor shall mark on containers handling and loading instructions, shipping information, Purchase Order number, shipment date and names and address of Vendor and Buyer. An itemized packing list together with a copy of the original freight bill must accompany each shipment.

5. Delivery. TIME IS OF THE ESSENCE FOR THE DELIVERY OF ALL PURCHASED ITEMS UNDER THIS AGREEMENT. Vendor shall not deliver Goods ahead of schedule without prior written authorization of Buyer. Buyer shall have the right to cancel any Purchase Order without liability if the delivery is delayed more than twenty (20) calendar days. Buyer may postpone delivery of any Goods without liability.

6. Changes, Additions, and Deletions. Buyer shall have the right, by written notice to Vendor, to modify this Purchase Order. Should the modification cause a change in the price, quantity or scope of the Purchased Items or in the time required for performance, then an appropriate and mutually agreeable adjustment may be made; provided, however, that any claim by the Vendor must be made in writing within fifteen (15) calendar days from the receipt by Buyer of Vendor’s notice of acceptance of change.

7. Inspection and Acceptance. A. All Goods are subject to inspection and acceptance by Buyer at Buyer’s designated facility. All Goods shall be deemed accepted unless written notice of rejection is provided to Vendor within thirty (30) calendar days of delivery of Goods at Buyer’s designated facility. Failure by Buyer to inspect and accept or reject Goods shall not relieve Vendor from its warranty responsibility. If Buyer rejects any or all of the Goods Buyer, at its sole discretion: (i) may return such rejected Goods and receive a full refund of any payments made; or (ii) require Vendor to repair or replace the rejected Goods within fifteen (15) calendar days of the date said Goods are returned to Vendor. Vendor shall be responsible for transportation and insurance costs (both ways) for those Goods returned to Vendor. Any Goods repaired or replaced shall also be subject to all the provisions of this Section 7 to the same extent as the Goods initially furnished. B. All Services (including Deliverables) are subject to acceptance by Buyer. Services (including Deliverables) shall be deemed accepted unless written notice of rejection is provided to Vendor within thirty (30) days after delivery of the Services to Buyer. For those rejected Services or Deliverables, Vendor, at Buyer’s option, shall either remedy those nonconforming portions or credit Buyer for the value of the nonconforming Services and/or Deliverables. Failure by Buyer to accept or reject Services and/or Deliverables shall not relieve Vendor from its warranty responsibility.

8. Payment Terms: Taxes and Duties. A. Buyer shall pay for Purchased Items within sixty (60) days after receipt of invoice and delivery and acceptance of the goods or complete performance of the services, unless otherwise set forth on the face of this Purchase Order.

B. Prices set forth in the Purchase Orders are exclusive of applicable sales, use, excise, value added or similar taxes, unless expressly identified as such. Buyer will pay as a separate item the gross amount of any such taxes, appropriately identified, but not including income tax.

C. In lieu of Buyer paying any of the taxes set forth above, Buyer may furnish Vendor with a tax exemption certificate.

9. Warranty. A. In addition to any other express or implied warranties, Vendor warrants that the Purchased Items, furnished pursuant to the Purchase Orders shall be: (a) free from liens and encumbrances and any other defects in title; and (b) meet or exceed the standards required by all applicable laws and regulations; and (c) for a period of ninety (90) calendar days following Buyer’s acceptance, conform to the specifications, drawings, samples, symbols or other description specified by Buyer, and (d) be new (subject to the inclusion of Background Materials as permitted herein) and free from defects in design, material and workmanship. Notwithstanding the foregoing, if Vendor is not the manufacturer of Goods delivered pursuant to this Agreement, Vendor hereby

assigns to Buyer all warranties and related remedy rights Vendor may have or obtain under its agreement with the manufacturer of the Goods delivered. Vendor shall also be responsible for work performed by any of Vendor's subcontractors in delivering the Purchased Items and shall require any subcontractor to comply with the terms set forth herein.

B. In addition to any other express or implied warranties, Vendor warrants that any Services furnished pursuant to this Agreement shall be performed diligently, timely, professionally, and in accordance with all applicable professional and industry standards and applicable laws and regulations.

10. Indemnity. Vendor agrees to indemnify, defend and hold harmless Buyer, its officers, directors, employees, agents, affiliates, and customers (as applicable) against any and all claims losses, damages, costs and expenses, including reasonable defense costs, arising from any claim or action based on (i) infringement of the intellectual property rights of any third party by Purchased Items (including Deliverables); (ii) any other acts or omissions of Vendor or its agents or subcontractors; (iii) any claim of product liability in any way relating to the performance or delivery of the Purchased Items under this Agreement; and (iv) any breach of this Agreement by Vendor or (v) breach of any confidential or data privacy and security obligations.

11. Proprietary and Confidential Information. Confidential Information means any non-public information, of a confidential nature (regardless of the form) or that a reasonable person knows or reasonably should understand to be confidential, which has been, is or will be disclosed or made available, verbally or in writing, by Buyer and/or any of its Affiliates or on its behalf before, or after the effective date, directly or indirectly to Vendor and/or any of its Affiliates, and that includes, without limitation, the existence and/or the content of this Agreement and any information, any technical, industrial, financial and commercial data (including the 3DS Data), trade-secret or know-how relating to discoveries, ideas, inventions, concepts, software, computer programs, designs, drawings, specifications, techniques, processes, models, data, source code, object code, documentation diagrams, flow charts, research, development, as well as financial data, strategies, sales methods, business plans, current and future projects and in general any information related to finances, costs, prices relating to Buyer or any of its Affiliates. Vendor acknowledges that it has been informed that a specific tool can be made available to him for the transmission of Confidential Information by Buyer and that it shall use this tool for transmission of any Confidential Information of Buyer. Vendor shall (i) take any necessary measures to protect the Confidential Information; (ii) not disclose, publish or pass on, directly or indirectly, the Confidential Information to third parties (except to the Permitted Recipients), in any form whatsoever, without the prior written agreement of Buyer; and (iii) only use the Confidential Information to the extent necessary for the purposes of carrying out its obligations under this Agreement. Confidential Information shall be disclosed by Vendor to its Permitted Recipients to the extent that such Permitted Recipient have a demonstrable "need to know" such Confidential Information in order to carry out their tasks under this Agreement, where an "Permitted Recipient" shall mean an employee, contractor, advisor, consultant and/or Affiliate of Vendor. Before any disclosure of Confidential Information to the Permitted Recipient, Vendor must ensure that such Permitted Recipient is required to protect Confidential Information on terms consistent with this Agreement. Vendor accept responsibility for each Permitted Recipient's use of Confidential Information. Vendor will keep records as to whom it has disclosed such Confidential Information and as to when the Confidential Information was made available. The Confidential Information shall be disclosed by Vendor if it is required to do so by law and/or to comply with a court order or other government demand that has the force of law. In such case, when possible, Vendor shall give Buyer prompt prior notice to provide Buyer a reasonable chance to seek a protective order. In any case, Vendor shall only disclose the portion of the Confidential Information which is legally necessary or appropriate in the light of all circumstances and seek to obtain confidential treatment for any information required to be disclosed. Vendor shall return the Confidential Information to Buyer or destroy the Confidential Information (i) as soon as the purpose for which the Confidential Information has been disclosed is achieved, (ii) at any time on written request from Buyer, and in any case, if (i) or (ii) did not occur, Vendor shall destroy all the remaining Confidential Information within thirty (30) days following the date of expiry or termination of the Agreement. Upon request, Vendor shall provide Buyer with a declaration signed by a duly authorized representative certifying that all Confidential Information has been duly destroyed. Vendor shall take all measures to prevent access to Confidential Information by third parties and prevent the loss of Confidential Information. Those measures must be at least as protective as those Vendor takes to protect its own Confidential Information, but in no case less than reasonable care. Vendor agrees to notify Buyer immediately upon discovery of any unauthorized use, disclosure and/or loss of Confidential Information and to cooperate with Buyer to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it. The parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of Sections 3 and 11 of this Agreement and that such breach would cause irreparable harm. In the event of any such breach, in addition to any other remedies at law or in equity that any party may have, it shall be entitled to equitable relief, including injunctive relief or specific performance, or both.

12. Termination. A. *General*. Either party may terminate this Agreement effective immediately and without liability by written notice to the other if any one of the following events occur: (i) the other files a voluntary petition in bankruptcy or is adjudged a bankrupt; (ii) a court assumes jurisdiction over the assets of the other party under a federal reorganization act; (iii) the other becomes insolvent or suspends business or makes an assignment for the benefit of its creditors or (iv) breach of confidentiality.

B. *Termination for Convenience*. Buyer reserves the right to cancel a Purchase Order or any part thereof, or terminate this Agreement, which cancellation or termination shall be effective upon one week's prior written notice to Vendor. Upon receipt of such notice, Vendor shall immediately stop all work being performed in connection with the terminated Purchase Order. Buyer's sole responsibility to Vendor shall be to pay the agreed price for such (a) Goods that have been satisfactorily delivered or (b) Services that have been satisfactorily performed and (c) any partially completed customized Goods and Services existing as of the date of cancellation. No allowance shall be made to Vendor for any overhead or anticipated profit for undelivered Purchased Items. Buyer's maximum liability on account thereof shall be the agreed price for the Purchased Items as set forth in paragraph 2 above, and Vendor shall deliver to Buyer any inventory paid for by Buyer pursuant to the terms herein. Payment as provided for herein shall constitute Buyer's entire liability in the event of any such cancellation or termination.

C. *Termination for Cause*. Buyer may terminate any Purchase Order for default by providing five (5) calendar days' prior written notice to the Vendor unless the Vendor cures such default within said five (5) day period. Upon termination, Vendor shall provide Buyer all Purchased Items existing as of the termination date and Buyer shall pay Vendor for those Purchased Items satisfactorily performed or delivered as of the date of termination.

D. *Survival of Certain Clauses*. The obligations under Sections 3, 8, 9, 10, 11, 12 and 13 and 14 shall survive and remain in effect notwithstanding the termination or expiration of this Agreement.

13. Data Privacy. All terms used under this section shall have the meaning set forth as their analogous terms in the applicable data protection law, or in the event there are no such analogous terms in the applicable data protection law, they shall have the meaning set forth in the European General Data Protection Regulation 2016/679. Within the performance of the Agreement, Vendor which is appointed as "Processor", shall process any Personal Data provided by Buyer ("3DS Personal Data") for the sole purposes described in this Agreement and in accordance with all the requirements of the applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist Buyer in order to ensure Buyer's compliance with its obligation under the applicable data protection law, (ii) process 3DS Personal Data in accordance with Buyer's instructions, (iii) restrict the disclosure of 3DS

Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement, (iv) cooperate promptly with Buyer in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement and (v) allow for and contribute to audits, including inspections, by Buyer or an auditor mandated or authorized by Buyer in relation to the Processing of the 3DS Personal Data. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the applicable data protection law allowing Buyer to comply with its notification obligation. Processor shall not sub-contract any Processing activity performed under this Agreement without Buyer's prior specific written authorization. Processor shall submit a request for specific authorization at least thirty (30) days prior to any intended changes concerning the addition or replacement of any Sub-Processor, together with the information necessary to enable Buyer to decide on the authorization. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS Personal Data due to the Processing activities implemented on behalf of Buyer. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without Buyer's prior written approval and in such case, shall enter into a required agreements which are not less strict than the requirements set out in the applicable data protection law and this Section. Processor will remain fully liable to Buyer for the acts, errors and omissions of any Sub-Processor it appoints (and any onward Sub-Processors) to Process 3DS Personal Data. Processor shall fully cooperate at all time and make available to Buyer or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Processor shall (at Buyer's option) promptly destroy or return to Buyer all 3DS Personal Data in its possession or control and delete all existing copies.

3DS Data means the data and/or databases (including 3DS Personal Data and Confidential Information) communicated, provided and/or made accessible, directly or indirectly, by any means (including via the Products or Services) to Vendor by Buyer, an Affiliate, any user and/or any person on their behalf in the course of the performance of this Agreement. During the performance of the Agreement, and as long as Vendor processes 3DS Data, Vendor undertakes to implement appropriate physical, technical and organizational safeguards in accordance with industry best practices such as ISO/IEC 27001, NIST SP800-53 or SOC 2 type 2, to ensure the security of the Products or Services and the 3DS Data in all of its components (availability, integrity, confidentiality). Such safeguards shall include but not limited to, the following:

- In case of Security Incident (means any actual or reasonably suspected : (i) unauthorized use, alteration, disclosure or theft of or access to 3DS Data managed or controlled by or otherwise in the possession of Vendor; (ii) accidental or unlawful destruction of 3DS Data managed or controlled by Vendor; (iii) loss of 3DS Data controlled or managed by Vendor; or (iv) digital or physical security breach affecting the availability of the Services or Products (v) if applicable, unauthorized access of 3DS systems, including without limitation, any of the foregoing described in the (i) to (v) caused by or resulting from a failure, lack or inadequacy of security measures of Vendor), Vendor shall notify Buyer without undue delay and in all cases no more than within 48 hours after discovering or being informed of the Security Incident, by sending an email to 3DS.CSIRT@3ds.com. In addition, Vendor shall promptly conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Incident. Upon Buyer request Vendor shall provide Buyer with the result of the investigation including the forensics report related to this Security Incident.

- Vendor shall notify to Buyer by sending an email to 3DS.CSIRT@3ds.com, as soon as it becomes aware of them, all critical vulnerabilities (CVSS \geq 9) affecting the Services or the Products.

- Vendor shall communicate to Buyer and maintain operational, during the Agreement, a cybersecurity generic email address.

- Vendor shall guaranty that prior to the execution of the Services his staff members have attended a cybersecurity training compliant with the state of the art in such matter, including but not limited to regarding the current threats, computer security practices and social engineering.

- Vendor shall keep its staff members well trained on this topic during the term of the Agreement and ensure that potential subcontractors have received the same level of training on this topic as well. Upon termination or expiry of the Agreement, Vendor shall promptly return to Buyer in a readable format all 3DS Data in its possession or control and shall delete all existing copies including backups without undue delay.

- Vendor shall perform background checks on its staff members prior to their hiring.

Vendor represents and warrants that it shall (i) use the Personal Data exclusively to supply the Buyer and/or perform the Services under this Agreement and pursuant to Buyer's instructions, (ii) not disclose Personal Data to any third party, for free or for consideration, (iii) not transfer Personal Data to a country which does not provide an adequate protection as defined by applicable law (including without limitation the Directive), unless prior appropriate protection measures have been taken, (iv) implement all technical and organizational measures to protect Personal Data against any accidental or unlawful destruction, accidental loss, unauthorized alteration, communication or access, (v) immediately report to Buyer, upon its occurrence, any unauthorized access, disclosure, use, modification or destruction of Personal Data, (vi) cooperate with Buyer (or its representatives) so that Buyer may carry out an audit in order to assess Vendor's compliance with its obligations as set forth herein above, and provide Buyer with all useful information relating thereto, (vii) inform its employees involved in the performance of the Services and/or the supply of the Goods under this Agreement of such obligations and ensure that these employees comply with the said obligations, and (viii) within fifteen (15) calendar days after Vendor's performance and final acceptance of the Services and/or supply of the Goods, destroy all Personal Data and provide Buyer with a certification of such destruction within three (3) calendar days following such destruction. Vendor shall notify Buyer in writing immediately if Vendor is no longer in compliance with any data privacy and security laws or there is a security breach and/or disclosure of and to Personal Data or other Confidential Information. Vendor shall comply with provisions equivalent to those of the Dassault Systèmes Human Resource Data Privacy Policy which is accessible at <https://careers.3ds.com/privacy-policy-for-applicants/> . In case of actual or suspected Personal Data Breach, Processor undertakes to notify Controller without any delay - but in any case no later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach to the following email addresses: 3ds.compliance-privacy@3ds.com and 3DS-CSIRT@3ds.com. Such notification shall contain all necessary information as detailed in the applicable data privacy legislation allowing Buyer to comply with its obligations.

14. Miscellaneous. A. *Entire Agreement*. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between the parties. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect and the affected provision will

be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

B. *Modification/Waiver.* No waiver, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by each of the parties hereto. Buyer's failure at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No remedy referred to in this Agreement is intended to be exclusive.

C. *Assignment.* Except as specifically set forth herein, Vendor shall not assign this Agreement or any of its rights or delegate any of its duties hereunder, in whole or in part, to any third party, without the prior written consent of Buyer. Any attempt to assign by Vendor contrary to the terms of this Agreement shall be void. Buyer may assign this Agreement to any party that is affiliated with Buyer through direct or indirect majority ownership or control, and to any party that acquires all or substantially all of the business for which Purchased Items are ordered by Buyer hereunder. Notwithstanding the foregoing to the contrary, Vendor shall be responsible for the performance of its Subcontractors.

D. *Prohibitions on Gratuities.* Vendor warrants that it has not and will not offer or give, to any employee or agent of Buyer, any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions, or performance of any Purchase Order from Buyer. Any breach of this warranty shall be a material breach of this Agreement and cause for immediate termination.

E. *Applicable Law.* This Agreement shall be governed by and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada, without regard to its principles of conflicts of laws. The parties hereby expressly exclude the application of the United Nations Convention on the International Sale of Goods.

F. *Notices.* Any notices required or permitted under this Agreement shall be in writing in English and shall be sufficiently given if (i) personally delivered, (ii) sent by Federal Express or other nationally recognized express courier service or (iii) sent by facsimile if further documented by a notice sent in accordance with sections (i) or (ii) above. Any notices given hereunder shall be addressed to the other party at the address shown on the face of the Purchase Order and shall be effective on actual receipt.

G. *Force Majeure.* Neither party hereto shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, or judicial action.

H. *Limitation of Liability.* IN NO EVENT SHALL BUYER BE LIABLE TO VENDOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS OR LOSS OF DATA IN ANY WAY ARISING OUT OF THIS AGREEMENT OR PERFORMANCE THEREUNDER, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT AND WHETHER OR NOT VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL BUYER'S AGGREGATE LIABILITY TO VENDOR EXCEED THE CONTRACT SUM FOR THE PURCHASED ITEMS WHICH ARE THE SUBJECT OF THE CLAIM.

I. *Independence of the Parties.* Nothing contained herein shall be deemed to authorize or empower either party to act as agent for the other party or to conduct business in the name of such other party. Nothing contained herein shall be deemed to create between the parties a joint-venture or partnership. Personnel provided by Vendor to perform Services will not for any purpose be considered employees of Buyer. Vendor will be responsible for their supervision, daily direction and control, as well as payment of salary and benefits, including applicable employment taxes, and Vendor is solely responsible for complying with applicable laws and regulations, including federal and provincial immigration and visa requirements that allow Vendor employees to perform services. There is no direct or implied involvement or responsibility of Buyer in the management of Vendors employees' immigration or visa or work permit status.

J. *Social Responsibility.* The Vendor hereby represents and warrants that it has been informed of the Buyer Sustainable Charter with Suppliers, available on the Buyer website (<https://www.3ds.com/suppliers/sustainable-procurement>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Vendor acknowledges and agrees that Buyer will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Vendor shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause Buyer to be in breach of the Anti-Bribery Laws; and promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Vendor in connection with the performance of this Agreement. The Vendor shall promptly notify Buyer during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Vendor agrees to encourage its own Vendors and Subcontractors (within the limits authorized by this Agreement) to adhere to these commitments. In the event of non-compliance by the Vendor with any of those commitments, such non-compliance shall constitute a material breach and Buyer reserves the right to immediately terminate the Agreement and the Vendor shall indemnify Buyer against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by Buyer as a result of such breach. The Vendor shall immediately inform Buyer of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3ds.Suppliers-Mediator@3ds.com

K. *Insurance.* Vendor warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability, auto, and errors and omissions and technology errors and omissions coverage including without limitation network security and data breach, and if applicable, professional liability insurance covering all of its Vendor personnel and Services. All said policies shall be in amounts and with insurers reasonably acceptable to the Buyer and, if Buyer so requests, Buyer shall be listed as an additional named insured and/or as an additional loss-payee under such policies. In no event shall Vendor carry any such insurance in amounts or with coverage less advantageous than is generally accepted among reputable businesses in Vendor's industry. In no event shall Vendor commence work without having the applicable insurance in place. Vendor shall, at Buyer's request, furnish Buyer with a certificate of Vendor's insurance. In no event shall the liability of Vendor, its agents or its Subcontractors be limited to the extent of any of the minimum limits of insurance required under this section.

L. *Non-exclusivity.* The parties shall be and remain free to enter into similar agreements with third parties.

M. *Audit.* Throughout the term of this Agreement and for three years thereafter, Vendor shall reasonably cooperate with Buyer and will provide Buyer with access to all necessary books and records maintained by Vendor relating to the provision of Purchased Items so that Buyer (or such independent third parties as Buyer shall appoint) may perform audits (including evaluation of Services and Deliverables), no less than once per year. Buyer agrees that any such audit shall be conducted during normal business hours and only with prior written notice to Vendor of at least ten (10) business days.

N. *Export.* The parties acknowledge and agree that all cooperation between the parties provided in this Agreement and the attendant rights and obligations shall at all times be subject to compliance with all applicable laws, regulations and administrative requirements, including without limitation, export control laws and regulations, and sanctions programs as applicable to each party and/or their respective products and services. In particular, none of the parties

shall be held liable under this Agreement in the event a party is prohibited and/or otherwise restricted from providing or delivering any type of product and/or services in order to comply with export control laws and regulations. Either party may terminate or suspend the Agreement or the performance of its obligations under the Agreement, if performance of the Agreement would cause this party to infringe any export control laws and regulations or to be potentially exposed to any sanctions or penalties by any governmental authority as a result of continued performance.

O. *Language*. This Agreement is provided in English and may be provided, for informational purposes only, in a language other than English. The English version shall be the only binding and enforceable version of this Agreement.

(END OF DOCUMENT)