

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Affiliate. Affiliate means a company or entity that directly or indirectly controls, is controlled by or is under common control with another company or entity, where "control" means: (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors, or (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities. Such entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of the foregoing, Dassault Systèmes SE shall not be deemed to be controlled by any entity.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes Ltd, a company governed by the laws of Switzerland or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations, as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. In consideration of the price and unless otherwise stipulated in the Order, Supplier shall assign and does hereby assign to 3DS, as and when they are created and on an exclusive basis, all intellectual property rights attached to the Products and to the results of the Services provided, for the legal duration of the assigned intellectual property rights (including any legal extension thereof) and for the entire world. The assigned rights include without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Products and the results of the Services, on all media, by all means and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue, and on all media, both for their original purpose and for any derived or different use. As an exception, for any standard software not specific to 3DS included in the Order, the Supplier grants to 3DS, for the legal duration of the copyrights, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make, access, install the number of copies necessary (including for backup purposes), translate and use the software and its technical and functional documentation in accordance with the Agreement and said documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes, shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement), and include consideration for the assignment and/or grant of rights to the Products and/or the results of the Services provided; (ii) invoices shall be issued upon 3DS acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from the end of the month in which the invoice was issued. In the event of late payment of a validly issued invoice, the Supplier may issue an invoice for late payment interest, at a rate equal to three (3) times the legal interest rate, for all sums not paid as of their due date, plus a recovery charge of forty (40) euros. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. 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 3DS and/or any of its Affiliates or on its behalf before, or after the Effective Date, directly or indirectly to Supplier 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 3DS or any of its Affiliates. Supplier acknowledges that it has been informed that a specific tool can be made available to him for the transmission of Confidential Information by 3DS and that it shall use this tool for transmission of any Confidential Information of 3DS.

Supplier 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 3DS; 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 Supplier 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 a "Permitted Recipient" shall mean an employee, contractor, advisor, consultant and/or Affiliate of Supplier. Before any disclosure of Confidential Information to the Permitted Recipient, Supplier must ensure that such Permitted Recipient is required to protect Confidential Information on terms consistent with this Agreement. Supplier accept responsibility for each Permitted Recipient's use of Confidential Information. Supplier 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 Supplier 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, Supplier shall give 3DS prompt prior notice to provide 3DS a reasonable chance to seek a protective order. In any case, Supplier 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.

Supplier shall return the Confidential Information to 3DS 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 3DS, and in any case, if (i) or (ii) did not occur, Supplier shall destroy all the remaining Confidential Information within thirty (30) days following the date of expiry or termination of the Agreement. Upon request, Supplier shall provide 3DS with a declaration signed by a duly authorized representative certifying that all Confidential Information has been duly destroyed.

Supplier 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 Supplier takes to protect its own Confidential Information, but in no case less than reasonable care. Supplier agrees to notify 3DS immediately upon discovery of any unauthorized use, disclosure and/or loss of Confidential Information and to cooperate with 3DS to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

Cybersecurity. 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 Supplier by 3DS, 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 Supplier processes 3DS Data, Supplier 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 Supplier; (ii) accidental or unlawful destruction of 3DS Data managed or controlled by Supplier; (iii) loss of 3DS Data controlled or managed by Supplier; 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 Supplier), Supplier shall notify 3DS 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, Supplier shall promptly conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Incident. Upon 3DS request Supplier shall provide 3DS with the result of the investigation including the forensics report related to this Security Incident.

- Supplier shall notify to 3DS 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.

- Supplier shall communicate to 3DS and maintain operational, during the Agreement, a cybersecurity generic email address.

- Supplier 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.

- Supplier 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, Supplier shall promptly return to 3DS in a readable format all 3DS Data in its possession or control and shall delete all existing copies including backups without undue delay.

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

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

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, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("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 3DS in order to ensure 3DS's compliance with its obligation under the applicable data protection law, (ii) process 3DS Personal Data in accordance with 3DS'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 3DS 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 3DS or an auditor mandated or authorized by 3DS 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 3DS to comply with its notification obligation. Processor shall not sub-contract any Processing activity performed under this Agreement without 3DS'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 3DS 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 3DS. 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 3DS'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 3DS 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 3DS 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 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Export Compliance. 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.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labor Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the employment laws of Switzerland, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Sustainable Charter with Suppliers», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier 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 Switzerland, 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 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS 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 Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these commitments. In the event of non-compliance by the Supplier with any of those commitments, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS 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.

Term. The Agreement shall enter into force as of the date the Order is issued and shall remain in force until full performance of the parties' obligations.

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, this Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Attribution of Jurisdiction. The Agreement shall be governed by the laws of Switzerland. a) Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to 3DS' mediator (hereinafter the "Mediator"). The Mediator's objective is to assist the Parties in finding a solution. The parties agree to use their best efforts to find a just and equitable solution within a time-limit of one (1) month. In the event no such solution is found, unless the parties agree to extend such deadline, the conflict shall be subject to the exclusive jurisdiction of the Commercial Court of Berne. (b) Notwithstanding the provisions of section (a) hereinabove, 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the civil court of Switzerland with jurisdiction pursuant to the terms of the Code of Civil Procedure of Switzerland.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.