

DASSAULT SYSTÈMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. **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.
2. **Agreement**
 - (a) These terms and conditions (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by the Dassault Systèmes entity ("**3DS**") named in the accompanying purchase order ("**PO**") from the vendor named in the PO (the "**Vendor**"). The PO may include a statement of work ("**SOW**") that describes in greater detail the Services, and the Vendor's employees or Permitted Subcontractors (as defined below) performing the Services and the Vendor's obligations under this Agreement.
 - (b) The PO (including the SOW, if applicable) and these Terms (collectively, this "**Agreement**") set forth the entire agreement between the parties concerning the subject matter hereof and supersedes any prior oral or written communications between the parties with respect to such subject matter. This Agreement shall prevail over any terms or conditions contained in any document supplied by the Vendor, regardless whether or when the Vendor has submitted its sales confirmation of any sale or any such terms.
 - (c) This Agreement expressly limits the Vendor's acceptance to the terms of this Agreement. Fulfillment of the PO by Vendor constitutes acceptance of this Agreement.
 - (d) If there is any discrepancy, inconsistency or contradiction between the terms and conditions of these Terms and the terms and conditions of the PO (including the SOW, if applicable), the terms and conditions of these Terms shall prevail, unless and solely to the extent such PO or SOW specifically refers to and expressly modifies these Terms.
 - (e) Notwithstanding anything herein to the contrary, if a written contract (such as 3DS's Vendor Master Purchase Agreement) signed by both parties is in existence, the terms and conditions of such contract shall apply.
3. **3DS's Obligations**
 - (a) 3DS shall provide the Vendor with reasonable cooperation (including necessary information) to assist the Vendor in supplying the Goods and performing the Services.
 - (b) In connection with the purchase of the Services, 3DS shall appoint one or more project coordinator(s) to act as its authorized representative with respect to all matters pertaining to each SOW. The initial project coordinator is set forth in the SOW. 3DS shall promptly notify the Vendor of any change in the project coordinator. 3DS shall cause its project coordinator to promptly respond to any reasonable requests from the Vendor's project coordinator for instructions, information, or approvals in connection with the performance of the Services.
4. **Vendor's Obligations**
 - (a) The Vendor shall deliver the Goods or perform the Services in the manner and at the times specified in this Agreement. The Vendor shall supply the Goods and perform the Services: (i) in accordance with the terms and subject to the conditions set forth in this Agreement; (ii) in conformance with all standards, practices and procedures reasonably established by 3DS, including, without limitation, instructions by 3DS in connection with the delivery to or performance at the site of any Dassault Systèmes group companies (including 3DS); (iii) using personnel of required and reasonable skill, experience and qualification; (iv) in a timely, workmanlike, and professional manner and in accordance with the generally recognized industry standards in the Vendor's field, and shall devote adequate resources to meet its obligations under this Agreement.
 - (b) The Vendor shall at all times during the term of this Agreement maintain, all necessary licenses and consents and comply with all relevant laws and regulations applicable to the supply of the Goods and performance of the Services.
 - (c) In connection with the performance of the Services, the Vendor shall (i) provide its own personnel, equipment, tools and other materials, and (ii) provide the Vendor's employees and Permitted Subcontractors with all workplace accommodations and other support which they may require while performing the Services, in each case, at its own expense.
 - (d) In connection with the performance of the Services, the Vendor shall appoint one or more project coordinator(s) of sufficient experience and skill to act as its authorized representative with respect to all matters pertaining to the PO (including any SOW). The initial project coordinator shall be set forth in the SOW. The Vendor shall not change its project coordinator except either (i) with the prior consent of 3DS, which consent shall not be unreasonably withheld or (ii) at the request of 3DS in which case the Vendor shall use its commercially reasonable efforts to promptly appoint a replacement. The Vendor shall cause its project coordinator to promptly respond to any reasonable requests from 3DS's project coordinator in connection with the performance of the Services.
 - (e) The Vendor shall obtain 3DS's prior written consent prior to entering into agreements with or otherwise engaging any person (other than the Vendor's employees) or entity, including any subcontractors or affiliates of the Vendor, to perform all or any portion of any Services to 3DS (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). 3DS's approval shall not relieve the Vendor of its obligations under this Agreement, and Vendor shall remain fully responsible for all acts or omissions of each such Permitted Subcontractor and its employees, including for their compliance with all of the terms and conditions of this Agreement, as if they were the Vendor. Nothing contained in this Agreement shall create any contractual relationship between 3DS and any of the Vendor's subcontractors or suppliers.
 - (f) The Vendor is solely responsible for complying with applicable laws and industry standards (including, without limitation, laws and regulations on organized crime, labor, employment, fair employment practices, immigration and visa) to allow the Vendor's employees or Permitted Subcontractors to carry out the Vendor's obligations under this Agreement.
5. **Acceptance of Goods and Services**
 - (a) 3DS has the right to inspect and evaluate all Goods and the results of all the Services, including the result of any Goods or Services in progress, at any time. Unless otherwise set forth in the PO (including the SOW) or agreed to by the parties in writing, 3DS, at its sole option, may reject all or any portion of the Goods or Services if 3DS determines such Goods or Services are nonconforming or defective with this Agreement (including any requirements as may be set forth in the PO or SOW). Upon rejecting any portion of the Goods or the Services, 3DS has the right, in its discretion, effective upon written notice to the Vendor, to: (i) rescind the PO in its entirety; (ii) accept the Goods or Services at a reasonably reduced price; or (iii) reject the Goods or Services and require replacement or repair of the rejected Goods or Services.
 - (b) If 3DS requires the Vendor to replace or repair any rejected Goods or Services, the Vendor shall, within fifteen (15) days following 3DS's notice thereof deliver a corrected Good or Service to 3DS for its review and acceptance in accordance with this [Section 5](#). Any inspection or other action by 3DS under this [Section 5](#) shall not reduce or otherwise affect the Vendor's obligations under this Agreement, and 3DS shall have the right to conduct further inspections after the Vendor has carried out any repair of the applicable Goods or Services.
 - (c) The Vendor shall not be entitled to any compensation for, or in connection with, any Goods or Services rejected or PO rescinded pursuant to this [Section 5](#). Unless otherwise set out in the PO or otherwise agreed to by the parties in writing, subject to the foregoing, Goods and Services shall be considered accepted one (1) month after delivery.
6. **Shipping Terms & Incoterm.** All Goods shall be delivered, and all Services should be performed, at the shipping address or other delivery location specified in the PO ("**Delivery Location**"). Unless otherwise set forth in the PO, delivery shall be made DDP (Delivery Duty Paid) Delivery Location, Incoterms® 2010.
7. **Title and Risk of Loss.** Title passes to 3DS upon 3DS's acceptance of the Goods. The Vendor bears all risk of loss or damage to the Goods upon delivery at the Delivery Location.
8. **Intellectual Property Rights.**

In consideration of the price and unless otherwise stipulated in the PO, Vendor shall assign and does hereby assign to 3DS, as and when they are completed and on an exclusive basis, all intellectual property rights attached to the Goods and to the results of the Services provided, for the legal duration of the intellectual property rights (including any legal extension thereof) and for the entire world. The rights granted include without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Goods 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 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 PO, the Vendor 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.

9. Warranties

- (a) The Vendor represents and warrants to 3DS that all Goods and Services (i) will conform with applicable specifications set forth in the PO (including in any SOW); and (ii) has been or will be created by employees of the Vendor or a Permitted Subcontractor within the scope of their employment and under an obligation to assign inventions to the Vendor or such Permitted Subcontractor, as applicable.
- (b) The Vendor represents and warrants to 3DS that, for a period of twelve (12) months after 3DS's receipt of any Goods, such Goods will: (i) be free from any defects in workmanship, materials and design; (ii) be fit for their intended purposes and operate as intended; (iii) be merchantable; (iv) be free and clear of all liens, claims, security interests and other encumbrances of any kind and demands of third parties; and (v) not violate, infringe or misappropriate the intellectual property rights of any third party. These warranties survive any delivery, inspection, acceptance or payment of the Goods as well as the termination of this Agreement.
- (c) The warranties set forth in this Section 9 are cumulative and in addition to any other remedies available to 3DS under this Agreement or applicable law. Any applicable statute of limitations runs from the date of 3DS's discovery of any applicable noncompliance of a Good or Service with the foregoing warranties. In the event of a breach of the warranties set forth in this Section 9, 3DS has the right, in its discretion, effective upon written notice to the Vendor, to: (i) require the Vendor, in consultation with 3DS, to use its best efforts to remedy the breach at its sole cost and expense or (ii) rescind the PO in its entirety and require the Vendor to return all prepaid fees or expenses. The warranty period shall be extended for the period of time necessary for any remediation of the affected Goods and Services.

10. Price and Payment Procedures

- (a) Fees for the Goods and Services shall be specified in the PO. Unless otherwise set forth in the PO, all prices in the PO are exclusive of taxes. Unless otherwise expressly set forth in a PO, 3DS's obligations to pay any fees to the Vendor for any such Goods or Services shall be subject to (i) the Vendor's completion of the applicable Services and provision of the applicable Goods set forth in the PO and (ii) 3DS's acceptance of the applicable Goods and Services.
- (b) Any and all taxes, including, without limitation, fees, duties, excises, import VAT, goods and services tax or similar charges of any nature whatsoever, now in force or enacted in the future, that are levied, assessed, charged, withheld or collected from the Vendor in connection with the Goods and Services according to applicable law shall be borne exclusively by the Vendor. If 3DS is required to withhold or deduct any taxes on any fees or other amounts payable to the Vendor under this Agreement by any government, then 3DS may withhold or deduct such taxes from the amounts owed to the Vendor and pay such amounts directly to the relevant authority. Each party shall provide the other party with all reasonable documentation and support in connection with each party's attempt to reduce any tax liability in connection with this Agreement, including documentation in support of any applicable tax reduction or exemption.
- (c) Unless otherwise specified in the PO or agreed by 3DS in writing, the price includes all packaging, transportation costs to the Delivery Location, travel and lodging expenses for the Vendor's Employees or Permitted Subcontractor, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes and include consideration for the assignment and/or grant of rights to the Goods, and/or the results of the Services provided. No increase in price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of 3DS.
- (d) The Vendor shall promptly and, in any event, within thirty (30) days, issue invoices after 3DS's acceptance of the Goods and Services. Invoices shall be sent within seventy two (72) hours of their date of issue to the invoicing address KR.Finance.Suppliers@3ds.com and accompanied by any supporting material including the PO reference given by 3DS.
- (e) 3DS shall pay the undisputed portions of all properly invoiced amounts due the Vendor within 60 days from the invoice date, provided that the invoice is accompanied by documentation reasonably requested by 3DS evidencing all changes. Without prejudice to any other right or remedy it may have, 3DS reserves the right to set off at any time any amount owing to it by the Vendor against any amount payable by 3DS to the Vendor.

11. Indemnification

- (a) The Vendor shall defend, indemnify and hold harmless 3DS and 3DS's parent company, their subsidiaries and affiliates (including all Dassault Systèmes group companies), and its and their respective successors, assigns, directors, officers, shareholders and employees (collectively, the "DS Indemnitees"), from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense (including, without limitation, royalties and license fees, reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or the enforcement thereof), arising out of or occurring in connection with: (i) any allegation that the Goods or the Services, or any use or exploitation thereof by any DS Indemnitee, infringes or misappropriates the intellectual property rights of any third party; and (ii) the Vendor's negligence, willful misconduct, breach of statutory duty or applicable law, or breach of the terms of this Agreement.
- (b) Upon either party becoming aware of any claim or action pursuant to which any 3DS Indemnitee is entitled to or intends to, as applicable, seek indemnification hereunder such party shall promptly notify the other party of such claim or action, including the commencement of, or any threat or notice of intention by any person to commence, any legal proceedings, actions or claims, in connection with this Agreement, provided that any failure by 3DS to provide such notice shall not limit the Vendor's obligation to indemnify 3DS hereunder. The Vendor shall grant 3DS control over the applicable proceeding, action or claim, if 3DS so requests, and reasonably cooperate with and assist 3DS in defense, settlement and resolution thereof (including by approving any reasonable settlement of any claim reached by 3DS). The Vendor shall not admit liability or settle such proceedings, actions or claims without the 3DS's prior written consent.
- (c) In the event that any Goods or Services (or portion thereof) are found, or in 3DS's reasonable opinion is likely to be found, to infringe or misappropriate the intellectual property rights of any third party, the Vendor shall notify 3DS immediately and, at the Vendor's expense, (i) obtain a license for 3DS to continue to use such Goods or Services (or portion thereof) as licensed under this Agreement, (ii) modify such Goods or Services (or portion thereof) so that they cease to infringe the intellectual property rights of such third party, or (iii) replace such Goods and Services (or portion thereof) with equivalent Goods or Services reasonably satisfactory to 3DS and that do not infringe the intellectual property rights of such third party. If the actions set forth in this Section 11(c) are not available to the Vendor, in addition to its obligations pursuant to Section 11, the Vendor shall refund to 3DS all amounts paid to the Vendor by 3DS under this Agreement.

12. 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 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 3DS 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 3DS and that it shall use this tool for transmission of any Confidential Information of 3DS.

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 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 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 3DS prompt prior notice to provide 3DS 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 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, 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 3DS 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 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.

13. 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 Vendor 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 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 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, Vendor shall promptly conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Incident. Upon 3DS request Vendor shall provide 3DS with the result of the investigation including the forensics report related to this Security Incident.

- Vendor 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 ≥ 9) affecting the Services or the Products.

- Vendor shall communicate to 3DS 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 3DS 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.

14. Audit. The Vendor shall maintain complete and accurate records generated by or used in carrying out its obligations under this Agreement for the longer of (a) the period specified by applicable laws and industry standards and (b) the period reasonably designated by 3DS. During the term of this Agreement and for three (3) years thereafter, the Vendor shall allow 3DS or 3DS’s representative to inspect and make copies of such records maintained by the Vendor, and to interview the Vendor’s employees or Permitted Subcontractors in connection with and with respect to the Vendor’s obligations under this Agreement.

15. Data Privacy. All terms used under this [Section 15](#) 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 this Agreement, Vendor 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 this Agreement, (iv) cooperate promptly with 3DS in respect of any Data Subject’s request received in connection with 3DS Personal Data Processed under this 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 this 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 15](#). 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 this Agreement, Processor shall (at 3DS’s option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

16. 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 this Agreement or the performance of its obligations under this Agreement, if performance of this Agreement would cause such 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.

- 17. Insurance.** The Vendor shall obtain and maintain at all times workers' compensation, general liability (including automobile liability insurance if the use of a vehicle is a necessary or appropriate part of the Services), errors and omissions, professional liability and such other insurance, in each case, to such extent and against such risks as is reasonable and customary with companies operating in the same or similar businesses or industries and in the same or similar locations, covering all of the Vendor's employees and Services. All such policies shall be in amounts and with insurers reasonably acceptable to 3DS and 3DS shall be listed as an additional named insured and/or as an additional loss-payee under such policies. The amount of insurance purchased by the Vendor will not limit the liability of the Vendor to 3DS. Certificates and any amendments and revisions of insurance evidencing insurance coverage required under this Agreement shall be provided to 3DS upon 3DS's request. The Vendor shall ensure that 3DS is provided with a thirty (30) days' prior written notice of a cancellation, non-renewal or material change in the Vendor's insurance coverage.
- 18. Relationship of the Parties**
- (a) The relationship between 3DS and the Vendor shall be that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, a corporation, a joint venture, or an agency relationship between 3DS and the Vendor. Neither party is granted any right or authority to assume or create any obligation or liability, express or implied, on behalf of or in the name of the other party, or to otherwise bind the other party in any way or for any purpose whatsoever. Execution of this Agreement does not, in itself, and shall not be construed to be, an endorsement by either party of the products or services of the other party.
- (b) The Vendor represents, warrants and covenants to 3DS that it, and not 3DS, is responsible for the employer/employee relationship with the Vendor's employees and Permitted Subcontractors assigned to perform the Services and other transactions under this Agreement, and that the Vendor shall pay all related employment taxes, maintain all legally required employment-related insurances and take all other actions legally required as an employer or contractor.
- 19. Vendor's Personnel.** The Vendor shall ensure that all Vendor's employees and Permitted Subcontractors assigned to perform Services remain available and assigned to performance such Services through the completion thereof. If a Vendor's employee or Permitted Subcontractor becomes unavailable to perform the Services, the Vendor shall give 3DS as much advance notice as possible and provide a replacement Vendor's employee and Permitted Subcontractor with comparable or superior competency, qualifications and skills. The Vendor shall use commercially reasonable efforts to ensure that Vendor's employees and Permitted Subcontractors assigned to supply the Goods or perform Services: (a) are fully competent, possess necessary skills and are professionally qualified to perform the Services they are assigned to perform; (b) will comply with 3DS's safety, health, confidentiality and security rules, as disclosed to them by 3DS, while on 3DS's premises or its customer's premises; and (c) have satisfactorily passed any background check or drug screening in consistent with applicable laws that 3DS or its customers may request. The Vendor shall promptly notify 3DS if the Vendor becomes aware that any Vendor's employees and Permitted Subcontractor has acted in conflict with the requirements under this [Section 19](#).
- 20. Social Responsibility and Anti-Bribery.** Vendor hereby represents and warrants that it has been informed of the «Sustainable Charter with Vendors», available on the 3DS's website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing Vendor acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, 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 the Republic of Korea, France, U.K. (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 Vendor in connection with the performance of this Agreement. Vendor shall promptly notify 3DS during the validity of this Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. Vendor 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 Vendor with any of those commitments, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate this Agreement and Vendor 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. Vendor shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of this Agreement and, during the performance of this Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com.
- 21. Term and Termination**
- (a) This Agreement shall commence as of the purchase order date in the PO and continue in force and effect until (i) the parties have fully performed their obligations or (ii) this Agreement is otherwise terminated in accordance with its terms.
- (b) In addition to any remedies 3DS may have under these Terms, 3DS may terminate this Agreement: (i) if the Vendor breaches this Agreement and such breach is incapable of cure or the Vendor does not cure such breach within fifteen (15) days after receipt of notice from 3DS, (ii) the Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, and (iii) at any time and without cause, upon fifteen (15)-days' prior written notice to the Vendor.
- (c) Provisions of these Terms which expressly or by their nature should apply beyond their terms shall survive and remain in force and effect regardless the termination or expiration of this Agreement, including, but not limited to, the following clauses: Intellectual Property Rights, Warranties, Indemnification, Confidentiality, Governing Law and Jurisdiction, and Term and Termination.
- (d) Upon expiration or termination of this Agreement for any reason, the Vendor shall: (i) promptly deliver to 3DS all Goods or Service deliverables, whether or not complete; and (ii) upon 3DS's request, shall provide reasonable cooperation and assistance to 3DS in order to enable the smooth and orderly transition of the Services to an alternate service provider or other 3DS designee.
- (e) Subject to the Vendor's compliance with this [Section 21](#), 3DS shall pay the Vendor for all Goods received and accepted and Services accepted by 3DS prior to the expiration or termination. The Vendor agrees that 3DS shall have no liability or obligation following any expiration or termination of this Agreement subject to the foregoing sentence.
- 22. Assignment and Subcontracting.** The Vendor shall not subcontract, assign, delegate or otherwise transfer this Agreement or any of the Vendor's rights or obligations hereunder, whether voluntarily or involuntarily, by way of merger, acquisition, divestiture, change of control or contribution in kind or otherwise, without 3DS's prior written consent. Any attempt to do so without such consent shall be null and void. 3DS may assign, delegate or transfer, in any other manner, its rights or obligations under this Agreement, in whole or in part, without the consent of the Vendor. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.
- 23. Severability.** 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.
- 24. Governing Law and Jurisdiction.** This Agreement, any Goods and Services provided and the legal relations between the parties shall be governed by and construed in accordance with the laws of the Republic of Korea, without regard to any conflict of laws principles and excluding application of the United Nations Convention for the International Sale of Goods. All claims or disputes arising out of or relating to this Agreement or any Goods or Services provided shall be exclusively heard and determined by the Seoul Central District Court and any appellate court thereof. Vendor acknowledges and agrees that this [Section 24](#) shall not prevent, restrict or otherwise limit in any manner, 3DS's rights to seek equitable remedies, including injunctive relief or resolve any dispute involving intellectual property rights, before any competent court in any jurisdiction.
- 25. Miscellaneous**
- (a) This Agreement may be amended or modified only by a written amendment signed by the parties' duly authorized representatives.

- (b) Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement to the extent resulting from (i) a force majeure, as defined by the law governing this Agreement and the courts in such jurisdiction or (ii) the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.), or any electrical, utility or telecommunication outages.
- (c) This Agreement is provided in English and may be provided, for informational purposes only, in a language other than English. In the event that this Agreement is translated into another language and any conflict or discrepancy arises between the English version and the other version, the English version shall prevail. If at any time it becomes necessary to translate this Agreement into another language for enforcement purposes, 3DS and the Vendor irrevocably agree that (i) such translation shall be prepared by a law firm or qualified translator selected by 3DS and (ii) except in the case of manifest error, such translation will be final, binding and conclusive between the parties and the parties irrevocably waive any right to oppose or appeal such translation. The cost for such translation shall be borne by both parties in equal share.
- (d) All notices required under this Agreement shall be communicated in writing and in English, and shall be delivered to the address set forth in the PO.