

DASSAULT SYSTEMES (3DS') – PROCUREMENT GENERAL TERMS AND CONDITIONS (Canada)

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

1. Products and/or Services Purchased. Supplier agrees to sell to 3DS and 3DS agrees to purchase under the terms of this Agreement, the Products specified ("Products") and/or the services specified ("Services") on the Order. Supplier shall have five (5) calendar days after receipt to reject any Order. If not rejected, such Order shall be deemed accepted. 3DS objects to any different or additional terms in Supplier's acceptance of any Order and such terms shall be deemed rejected and of no effect unless expressly approved by 3DS in writing. For the purposes of this Agreement, Products and/or Services may collectively be referred to as Purchased Items.

2. 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.

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

4. 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.

5. 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.

6. Inspection and Acceptance.

A. All Products are subject to inspection and acceptance by 3DS at 3DS' designated facility. All Products shall be deemed accepted unless written notice of rejection is provided to Supplier within thirty (30) calendar days of delivery of Products at 3DS' designated facility. Failure by 3DS to inspect and accept or reject Products shall not relieve Supplier from its warranty responsibility. If 3DS rejects any or all of the Products 3DS, at its sole discretion: (i) may return such rejected Products and receive a full refund of any payments made; or (ii) require Supplier to repair or replace the rejected Products within fifteen (15) calendar days of the date said Products are returned to Supplier. Supplier shall be responsible for transportation and insurance costs (both ways) for those Products returned to Supplier. Any Products repaired or replaced shall also be subject to all the provisions of this article to the same extent as the Products initially furnished.

B. All Services (including Deliverables, as defined below) are subject to acceptance by 3DS. Services (including Deliverables) shall be deemed accepted unless written notice of rejection is provided to Supplier within thirty (30) days after delivery of the Services to 3DS. For those rejected Services or Deliverables, Supplier, at 3DS' option, shall either remedy those nonconforming portions or credit 3DS for the value of the nonconforming Services and/or Deliverables. Failure by 3DS to accept or reject Services and/or Deliverables shall not relieve Supplier from its warranty responsibility.

7. Title and Intellectual Property Rights.

A. Title and risk of loss shall pass to 3DS upon receipt of conforming Purchased Items at 3DS's shipping address. If 3DS is purchasing on behalf of its customer, 3DS 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 Supplier under this Agreement, 3DS 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 Products, Services or any work product resulting therefrom ("Deliverables"), required to be delivered under the Order. All Deliverables shall be defined as "works for hire." Supplier hereby assigns to 3DS (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. Supplier shall also provide reasonable assistance to perfect 3DS' rights and title to such Deliverables, at 3DS' request and expense. To the extent that any Deliverable contains any material or intellectual property rights not first developed by Supplier in the course of performing Services hereunder ("Background Materials"), Supplier shall clearly identify all such Background Materials to 3DS prior to the delivery of the Deliverables and all intellectual property rights shall remain with the

Supplier; however Supplier grants to 3DS 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. Supplier 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.

8. Warranty.

A. In addition to any other express or implied warranties, Supplier warrants that the Purchased Items, furnished pursuant to the 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 3DS' acceptance, conform to the specifications, drawings, samples, symbols or other description specified by 3DS, 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 Supplier is not the manufacturer of Products delivered pursuant to this Agreement, Supplier hereby assigns to 3DS all warranties and related remedy rights Supplier may have or obtain under its agreement with the manufacturer of the Products delivered. Supplier shall also be responsible for work performed by any of Supplier'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, Supplier 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

9. Pricing. Except as specifically provided herein, pricing shall be as set forth on the face of the Order. Transportation and related insurance charges shall be itemized and prepaid by Supplier 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 3DS. All reimbursable charges must be preapproved by 3DS and billed at cost.

10. Shipping, Packaging and Packing. Supplier shall ship all Products via carrier of Supplier's choice. All Products purchased hereunder must be packed and packaged to ensure their safe delivery in accordance with good commercial practice. Supplier shall mark on containers handling and loading instructions, shipping information, Order number, shipment date and names and address of Supplier and 3DS. An itemized packing list together with a copy of the original freight bill must accompany each shipment.

11. Delivery. TIME IS OF THE ESSENCE FOR THE DELIVERY OF ALL PURCHASED ITEMS UNDER THIS AGREEMENT. Supplier shall not deliver Products ahead of schedule without prior written authorization of 3DS. 3DS shall have the right to cancel any Order without liability if the delivery is delayed more than twenty (20) calendar days. 3DS may postpone delivery of any Products without liability.

12. Changes, Additions, and Deletions. 3DS shall have the right, by written notice to Supplier, to modify this 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 Supplier must be made in writing within fifteen (15) calendar days from the receipt by 3DS of Supplier's notice of acceptance of change.

13. Payment Terms; Taxes and Duties.

A. 3DS shall pay for Purchased Items within the payment term set forth in this Order after receipt of invoice and delivery and acceptance of the Products or complete performance of the services.

B. Prices set forth in the Orders are exclusive of applicable sales, use, excise, value added or similar taxes, unless expressly identified as such. 3DS will pay as a separate item the gross amount of any such taxes, appropriately identified, but not including income tax.

C. In lieu of 3DS paying any of the taxes set forth above, 3DS may furnish Supplier with a tax exemption certificate.

14. Indemnity. Supplier agrees to indemnify, defend and hold harmless 3DS, 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 Supplier 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 Supplier or (v) breach of any confidential or data privacy and security obligations.

15. 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 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 an "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. The parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of articles "Title and Intellectual Property Rights" and "Proprietary and Confidential Information" 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.

16. 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 forty-eight (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 ≥ 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.

17. Audit. Throughout the term of this Agreement and for three years thereafter, Supplier shall reasonably cooperate with 3DS and will provide 3DS with access to all necessary books and records maintained by Supplier relating to the provision of Purchased Items so that 3DS (or such independent third parties as 3DS shall appoint) may perform audits (including evaluation of Services and Deliverables), no less than once per year. 3DS agrees that any such audit shall be conducted during normal business hours and only with prior written notice to Supplier of at least ten (10) business days.

18. Data Privacy. All non-defined terms used under this article shall have the meaning set forth in the applicable data protection legislation (including but not limited to the applicable laws of the 3DS entity identified in the Order). If such terms are not defined under the applicable data

protection legislation, they shall have the same meaning as their analogous terms under such applicable data protection legislation. In the event there are no such analogous terms then the definitions of those terms under Regulation (EU) 2016/679 (GDPR) shall apply. The Supplier hereby undertakes to comply with the applicable data protection legislation when processing 3DS' Personal Data (as defined below). 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 purpose described in this Agreement. In particular, Supplier shall: (i) assist 3DS in ensuring its compliance with its obligations as Controller, (ii) Process 3DS' Personal Data in accordance with 3DS' instructions, (iii) restrict the disclosure of 3DS' Personal Data to those of its employees who need to Process it and that are bound by appropriate obligation of confidentiality no less stringent than those of the Agreement, (iv) allow for and contribute to audits, including inspections, by 3DS or an auditor mandated or authorized by 3DS, and (v) assist 3DS in answering to Data Subjects' requests relating to the Processing of their Personal Data under this Agreement. 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, Supplier shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS' Personal Data against any 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 any other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Supplier undertakes to notify 3DS 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. Such notification shall contain all necessary information as detailed in the applicable data protection legislation allowing 3DS to comply with its obligations. Supplier shall not sub-contract any Processing activity performed under this Agreement without 3DS' prior written authorization. Supplier shall submit a request for 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. Supplier shall keep an up-to-date list of the Sub-Processors involved in the Processing of 3DS Personal Data. Supplier shall only transfer 3DS Personal Data to Sub-Processors in compliance with applicable data protection legislation using any protection mechanism recognized by the concerned Supervisory Authority (e.g. standard contractual clauses). For each Sub-Processor, Supplier shall: (i) enter into a written agreement with it which is not less strict than the requirements set out in the applicable data protection legislation and this article, (ii) upon 3DS' request, provide 3DS with a copy of such agreement as well as any agreement signed between its Sub-Processors and onward Sub-Processors (without confidential commercial information not relevant to the requirements of the Agreement), and (iii) before a Sub-Processor or onward Sub-Processor Processes 3DS' Personal Data, carry out adequate due diligence to ensure that such Sub-Processor or onward Sub-Processor is capable of providing the level of protection for 3DS' Personal Data required by the Agreement. Supplier will remain fully liable to 3DS for the acts, errors and omissions of any Sub-Processors it appoints (and any onward Sub-Processors). Supplier shall fully cooperate at all time with 3DS and make available to 3DS or its representatives upon request all the documents relating to Processing of 3DS' Personal Data, including but not limited to, the necessary technical documentation, the risk analyses produced and a detailed list of its security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS' option) promptly destroy or return to 3DS all 3DS' Personal Data in its possession or control and delete all existing copies.

19. Export Compliance. The parties acknowledge and agree that all cooperation between the parties provided in this Agreement and the attendant rights and obligations arising therefrom 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 service 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 the 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.

20. Insurance. Supplier 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 Supplier personnel and Services. All said policies shall be in amounts and with insurers reasonably acceptable to the 3DS and, if 3DS so requests, 3DS shall be listed as an additional named insured and/or as an additional loss-payee under such policies. In no event shall Supplier carry any such insurance in amounts or with coverage less advantageous than is generally accepted among reputable businesses in Supplier's industry. In no event shall Supplier commence work without having the applicable insurance in place. Supplier shall, at 3DS's request, furnish 3DS with a certificate of Supplier's insurance. In no event shall the liability of Supplier, its agents or its Subcontractors be limited to the extent of any of the minimum limits of insurance required under this article.

21. 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 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.

22. 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.

23. Social Responsibility. The Supplier hereby represents and warrants that it has been informed of the 3DS Sustainable Charter with Suppliers, available on the 3DS website (<https://www.3ds.com/suppliers/sustainable-procurement>) 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 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.

24. 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.** 3DS reserves the right to cancel a Order or any part thereof, or terminate this Agreement, which cancellation or termination shall be effective upon one week's prior written notice to Supplier. Upon receipt of such notice, Supplier shall immediately stop all work being performed in connection with the terminated Order. 3DS's sole responsibility to Supplier shall be to pay the agreed price for such (a) Products that have been satisfactorily delivered or (b) Services that have been satisfactorily performed and (c) any partially completed customized Products and Services existing as of the date of cancellation. No allowance shall be made to Supplier for any overhead or anticipated profit for undelivered Purchased Items. 3DS's maximum liability on account thereof shall be the agreed price for the Purchased Items as set forth in paragraph 2 above, and Supplier shall deliver to 3DS any inventory paid for by 3DS pursuant to the terms herein. Payment as provided for herein shall constitute 3DS's entire liability in the event of any such cancellation or termination.

C. **Termination for Cause.** 3DS may terminate any Order for default by providing five (5) calendar days' prior written notice to the Supplier unless the Supplier cures such default within said five (5) day period. Upon termination, Supplier shall provide 3DS all Purchased Items existing as of the termination date and 3DS shall pay Supplier for those Purchased Items satisfactorily performed or delivered as of the date of termination.

D. **Survival of Certain Clauses.** The obligations under articles "Title and Intellectual Property Rights", "Payment, Terms; Taxes and Duties", "Warranty", "Indemnity", "Proprietary and Confidential Information", "Termination", "Data Privacy" and "Miscellaneous" shall survive and remain in effect notwithstanding the termination or expiration of this Agreement.

25. 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.

26. Assignment. Except as specifically set forth herein, Supplier 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 3DS. Any attempt to assign by Supplier contrary to the terms of this Agreement shall be void. 3DS may assign this Agreement to any party that is affiliated with 3DS 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 3DS hereunder. Notwithstanding the foregoing to the contrary, Supplier shall be responsible for the performance of its Subcontractors.

27. 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.

28. 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.

29. 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.

30. Miscellaneous.

A. **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. 3DS' 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.

B. **Prohibitions on Gratuities.** Supplier warrants that it has not and will not offer or give, to any employee or agent of 3DS, any gratuity with a view toward securing any business from 3DS or influencing such person with respect to the terms, conditions, or performance of any Order from 3DS. Any breach of this warranty shall be a material breach of this Agreement and cause for immediate termination.

C. **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 Order and shall be effective on actual receipt.

D. **Limitation of Liability.** IN NO EVENT SHALL 3DS BE LIABLE TO SUPPLIER 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 SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL 3DS' AGGREGATE LIABILITY TO SUPPLIER EXCEED THE CONTRACT SUM FOR THE PURCHASED ITEMS WHICH ARE THE SUBJECT OF THE CLAIM.

E. **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 Supplier to perform Services will not for any purpose be considered employees of 3DS. Supplier will be responsible for their supervision, daily direction and control, as well as payment of salary and benefits, including applicable employment taxes, and Supplier is solely responsible for complying with applicable laws and regulations, including federal and provincial immigration and visa requirements that allow Supplier employees to perform services. There is no direct or implied involvement or responsibility of 3DS in the management of Suppliers employees' immigration or visa or work permit status.

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

(END OF DOCUMENT)