

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.

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 if 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 S.E., a European company governed by French law 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 of those Products and/or Services 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 (including any rules governing export and/or re-export), 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 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. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their 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 and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (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 shall indemnify 3DS against any claims or legal proceedings brought against 3DS by third parties with respect to (i) infringement of any third party's intellectual property, or other, rights, and/or (ii) any other damage (suffered by 3DS, its employees, agents or any third parties). The Supplier agrees (i) to notify 3DS of the existence and/or the threat of any such legal proceedings or claims, 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 shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

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.

Personal Data. Supplier hereby undertakes to comply with all the obligations set forth by applicable data privacy laws and Directive 95/46/EC of the European Parliament on the protection of individuals with regard to the processing of personal data (as may be amended or replaced from time to time) (the "Directive"), when processing personal data for the purpose of its activity under the Agreement "Personal Data" (i) means any information relating to an individual which could lead (either directly or indirectly) to the identification of such individual (in particular by reference to an identification number or to one or more factors specific to the individual) and (ii) includes the notions of "Contact Data" (professional Personal Data) and "Service Data" (Personal Data used for the performance of the Agreement). The Supplier, acting as data controller of Contact Data and data processor of Service Data, represents and warrants that it shall (i) use Personal Data transmitted by 3DS exclusively to supply the Products and/or perform the Services under the Agreement and pursuant to 3DS' instructions, (ii) not disclose or sell Personal Data to any third party, whether for free or in return for consideration, (iii) not transfer Service Data to a country which does not provide an adequate level of protection as defined by the Directive, unless it has obtained prior 3DS approval and prior appropriate protection measures have been taken, (iv) implement all technical and organizational measures to protect Personal Data against any accidental or unlawful destruction, accidental loss, unauthorized alteration, communication or access, (v) immediately report to 3DS, upon its occurrence, any unauthorized access, disclosure, use, modification or destruction of Personal Data, (vi) cooperate with 3DS (or its representatives) so that 3DS may carry out an audit in order to assess the Supplier's compliance with its obligations as set forth herein above, and provide DS with all useful information, (vii) ensure that its employees, employees of its affiliates and subcontractors involved in the performance of the Services and/or the supply of the Products under the Agreement comply with said obligations, and (viii) within fifteen (15) calendar days from the performance of the Services and/or the supply of the Products, destroy all Personal Data and provide 3DS with a certification of such destruction within three (3) days following such destruction.

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".

Labour 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 French Labour Code, 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. The Supplier hereby represents and warrants that it has been informed of the "Corporate Principles of Social Responsibility" available on the 3DS website (<http://www.3ds.com>) and has agreed to be bound by them. It agrees to encourage its own suppliers and subcontractors (within the limits authorized by the Agreement) to adhere to those principles. In the event of non-compliance by the Supplier with any of those principles, 3DS reserves the right to immediately terminate the Agreement. 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. 3DS may terminate the Agreement (i) in case of breach of any of Supplier's obligations, not remedied within a period of ten (10) days after the receipt of a notice of such breach by registered letter with acknowledgment of receipt, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience.

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. The 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 French law. (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 Paris. (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 French civil court with jurisdiction pursuant to the terms of the French Code of Civil Procedure.

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.