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 Order date, or (ii) in the event of any issues, 3DS may issue a new Order in order to finalize the Agreement.

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

The Supplier shall not grant 3DS Personal Data to a sub-Processor unless a process of 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 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 twelve months from the acceptance of the Products and/or Services. At 3DS’s request during the warranty period, the Supplier will, at its expense, 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 acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 7 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 submit 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. 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, and (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 any such claim, action or proceeding in any way, which is inconsistent with the interests of 3DS, without the prior written consent of 3DS, if (iii) to notify 3DS of the existence 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’s 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 for the purpose of verifying the accuracy of the prices and the Supplier’s compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All personal data collected under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier shall be deemed as subcontractor of 3DS as well as of any of its contracting parties and shall process any personal data provided by 3DS ("3DS’s Personal Data") for the sole purpose of providing the Products and/or Services. The Supplier shall process any Personal Data provided by 3DS (“3DS’s Personal Data”) for the sole purpose of providing the Products and/or Services. The Supplier shall not use or disclose any 3DS’s Personal Data except as necessary to provide the Products and/or Services to 3DS and/or the end user and for the sole purposes of providing the Products and/or Services. The Supplier shall not disclose any 3DS’s Personal Data to any third party, the Supplier agrees, at its expense, to (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 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 behalf of 3DS to the Supplier, or which the Supplier has access to as a result of the performance of the Order, which is or shall become in the Supplier’s knowledge or possession and which is not publicly available or known prior to the Supplier’s receipt of such Confidential Information and which is identified in the Order or in writing to the Supplier as Confidential Information or the Supplier has reason to believe that such information is confidential and is marked as Confidential. Confidential Information shall also include any personal data processed by the Supplier on behalf of 3DS. The Supplier agrees (i) to comply with all applicable data protection requirements and 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 GDPR, (ii) process 3DS Personal Data in accordance with 3DS’s instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality, no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject’s request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the scope of the data, 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 alteration, unauthorized, unauthorized 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 GDPR allowing 3DS to comply with its obligations. Processor shall keep a list of the sub-processors involved in the Processing of 3DS’s Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least thirty (30) days in advance before authorizing any new sub-Processor to Process 3DS’s Personal Data. 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 to 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. The Supplier agrees (i) not to enter into any written agreement with any sub-Processor which is not less than the requirements set out in the GDPR and this Section (ii) upon 3DS’s request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor processes 3DS’s Personal Data, to verify that the sub-Processor has the required technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, the Supplier shall destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.
addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS’ website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (“Anti-Bribery Laws”), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in 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 principles. In the event of non-compliance by the Supplier with any of those principles, 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, 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 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. When no 3DS master services agreement is signed between the Parties, 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) hereinafore, 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.