

Dassault Systèmes Purchase Terms and Conditions – Goods and/or Services

These terms and conditions shall apply to the purchase of the goods and/or services described on purchase orders (“Purchase Order(s)”) issued by the Dassault Systèmes entity set forth in the shipping address of the Purchase Order (“Buyer”) to the individual or entity identified as the vendor (“Vendor”) on the face of the Purchase Order(s) and shall become a binding contract subject to these terms and conditions (the “Agreement”) upon either issuance of an order acknowledgment hereof by Vendor or substantial performance hereunder by Vendor.

1. Goods and/or Services Purchased. Vendor agrees to sell to Buyer and Buyer agrees to purchase under the terms of this Agreement, the goods specified (“Goods”) and/or the services specified (“Services”) on the Purchase Order. Vendor shall have five (5) calendar days after receipt to reject any Purchase Order and if not rejected such Purchase Order shall be deemed accepted. Buyer objects to any different or additional terms in Vendor’s acceptance of any Purchase Order and such terms shall be deemed rejected unless expressly approved by Buyer in writing.

2. Pricing. Except as specifically provided herein, pricing shall be as set forth on the face of the Purchase Order. Transportation and related insurance charges shall be prepaid by Vendor and billed to Buyer at cost except as specifically provided herein. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance by Buyer. Vendor agrees to provide best possible pricing for Goods and/or Services or Equipment and will match pricing for like Product in similar quantities offered by any third party.

3. Title and Risk of Loss/Right of Re-Sale. A. Title and risk of loss shall pass to Buyer upon receipt of conforming Goods at Buyer’s shipping address. If Buyer is purchasing on behalf of its customer, Buyer shall have the right to sell and transfer the Goods to its customer. B. Upon receipt of final payment for Services rendered by Vendor under this Agreement, Vendor shall convey to Buyer good and marketable title to the technical notes, and tangible and intangible (including inventions) deliverables required to be delivered under the Purchase Order and all rights therein (“Deliverables”). Vendor shall also provide reasonable assistance to perfect Buyer’s rights and title to such Deliverables, at Buyer’s request and expense.

4. Shipping, Packaging and Packing. Vendor shall ship all Goods via carrier of Vendor’s choice. All Goods purchased hereunder must be packed and packaged to ensure their safe delivery in accordance with good commercial practice. Vendor shall mark on containers handling and loading instructions, shipping information, Purchase Order number, shipment date and names and address of Vendor and Buyer. An itemized packing list shall accompany each shipment.

5. Delivery. TIME OF DELIVERY IS OF THE ESSENCE FOR ALL PURCHASES UNDER THIS AGREEMENT. Vendor shall not deliver Goods ahead of schedule without written authorization of Buyer. Buyer shall have the right to cancel any Purchase Order without liability if the delivery thereunder is delayed more than twenty calendar (20) days. Buyer may postpone delivery of any Goods covered herein.

6. Changes, Additions, and Deletions. Buyer shall have the right, by written notice to Vendor, to modify this Purchase Order, and specifically the Goods and/or Services. Should the modification cause a change in the price of the Goods and/or Services or in the time required for performance, then an appropriate and mutually agreeable adjustment shall be made; provided, however, that any claim by the Vendor therefore must be made in writing within fifteen (15) days from the receipt by Buyer of Vendor’s notice of acceptance of change.

7. Inspection and Acceptance. A. All Goods are subject to inspection and acceptance by Buyer at Buyer’s facility. All units shall be deemed accepted unless written notice of rejection is provided to Vendor within thirty (30) days after the units arrive at Buyer’s facility. Failure by Buyer to inspect and accept or reject Goods shall not relieve Vendor from its warranty responsibility. If Buyer rejects a unit, as Buyer may direct, (i) Buyer may return such rejected Goods and receive a full refund of any payments made; or (ii) Vendor will repair or replace Goods unit within fifteen (15) days of the date said unit is returned to Vendor. Vendor shall be responsible for transportation and insurance costs (both ways) for those Goods returned to Vendor. Any Goods repaired or replaced shall also be subject to all the provisions of this Section 7 to the same extent as the Goods initially furnished. B. All Services and/or Deliverables are subject to acceptance by Buyer. Services and/or Deliverables shall be deemed accepted unless written notice of rejection is provided to Vendor within thirty (30) days after actual delivery of the Services and/or Deliverables to Buyer. Failure by Buyer to accept or reject Services and/or Deliverables shall not relieve Vendor from its warranty responsibility.

8. Payment Terms; Taxes and Duties. A. Buyer shall pay for Goods and/or Services net forty five (45) days from the date of an acceptable invoice, which invoice date shall not be in advance of the date of shipment or the acceptance of the Goods, Services and/or Deliverables, whichever is later, in which case the payment period commences on such later date. Buyer shall receive Vendor’s invoice within three (3) business days of invoice date.

B. Prices set forth in the Purchase Orders are exclusive of applicable sales, use, excise, value added or similar taxes, unless expressly identified as

such. Buyer will pay as a separate item the gross amount of any such taxes, appropriately identified, but not including income tax.

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

D. Invoices for transportation and related insurance charges must be accompanied by a bill of lading or copy of the original freight bill.

9. Warranty. A. In addition to any other express or implied warranties, Vendor warrants that the Goods and/or Deliverables furnished pursuant to the Purchase Orders shall be: (a) free from liens and encumbrances and any other defects in title; (b) meet or exceed the standards required by all laws and regulations applicable to the Goods and/or Deliverables where delivered; (c) for a period of ninety (90) days following Buyer’s acceptance of the Goods and/or Deliverables, or for a term as specified on the face of any Purchase Order, Vendor warrants the Goods and/or Deliverables conform to the specifications, drawings, samples, symbols or other description specified by Buyer and will be new, merchantable and free from defects in design, material and workmanship. Notwithstanding the foregoing, if Vendor is not the manufacturer of Goods delivered pursuant to this Agreement, Vendor hereby assigns to Buyer all warranties and related remedy rights Vendor may have or obtain under its agreement with the manufacturer of the Goods delivered.

B. In addition to any other express or implied warranties, Vendor 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.

C. In addition to any other rights Buyer may have, if Goods, Services and/or Deliverables delivered pursuant to this Agreement are found not to be as warranted, Buyer may return such items to Vendor or require re-performance of the Service and/or Deliverable, at Vendor’s expense, for correction, replacement, full refund or credit, as Buyer may direct. Any items of Goods, Services or Deliverables corrected or furnished in replacement shall also be subject to all the provisions of this paragraph to the same extent as Goods, Services and/or Deliverables initially furnished.

D. Vendor will defend, indemnify and hold harmless Buyer and its customers from and against any and all costs (including reasonable attorneys’ fees incurred), expenses, damages, losses, liabilities, penalties and judgments attributable to any Goods, Services, and/or Deliverables delivered hereunder that are integrated into any goods and services manufactured or provided by Buyer and that fail to conform to the warranty set forth herein or otherwise implied by applicable law.

10. Indemnity. Vendor agrees to indemnify, defend and hold harmless Buyer, its officers, directors, employees, agents and affiliates, against any and all 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 Goods, Services and/or Deliverables; (ii) any other acts or omissions of Vendor or its agents; and (iii) any claim of product liability in any way relating to the Services performed and Goods delivered under this Agreement.

11. Proprietary and Confidential Information. Vendor shall maintain as confidential and shall not disclose to any person outside its employ, nor use for purposes other than performance of any work orders issued under this Agreement, any information concerning Buyer’s business which Vendor obtains by virtue of this Agreement, including, but not limited to, artwork, electronic files, software programs and other data, marketing and promotional information, customer data and other product and business data. Upon expiration or other termination of this Agreement, Vendor agrees to return to Buyer all such information, whether printed or otherwise and Vendor shall not keep any copies thereof. Vendor shall keep the existence and terms of this Agreement confidential. The foregoing shall not apply with respect to any information that: is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Vendor. Vendor shall ensure that each of its employees to whom confidential information is known is bound to maintain the confidentiality of such confidential information by separate agreement with Vendor or by operation of law.

12. 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: a) the other files a voluntary petition in bankruptcy or is adjudged a bankrupt; b) a court assumes jurisdiction over the assets of the other party under a federal reorganization act; or, c) the other becomes insolvent or suspends business or makes an assignment for the benefit of its creditors.

B. *Termination for Convenience.* Buyer reserves the right to cancel a Purchase Order or any part thereof, or terminate this Agreement, which

cancellation or termination shall be effective immediately upon Vendor's receipt of Buyer's written notice of cancellation, which may be sent by first class mail, postage pre-paid, e-mail, confirmed facsimile or overnight courier and shall be deemed received by Vendor, in the case of notice sent by first-class mail, three days after mailing, and in the case of notice sent by any other authorized means, on the day after the date of sending. In the event of cancellation or termination by Buyer, Buyer's sole responsibility to Vendor shall be to pay the agreed price for such Goods that have been delivered or Services that has been performed as of the time such cancellation is effective and to reimburse to Vendor its actual costs of materials and direct labor expended by it in reasonable anticipation of its fulfillment of this Agreement which are not recoverable by Vendor, provided that no allowance shall be made to Vendor for any overhead or anticipated profit for undelivered Goods or Services, Buyer's maximum liability on account thereof shall be the agreed price for the Goods and/or Services as set forth in paragraph 2 above, and Vendor shall deliver to Buyer any inventory paid for by Buyer pursuant to the preceding.

C. *Termination for Cause.* Buyer may terminate any Purchase Order effective upon notice if Vendor is in material default of its obligations hereunder.

D. *Survival of Certain Clauses.* The obligations under Sections 8, 9, 10, 11, and 13 shall survive and remain in effect notwithstanding the termination or expiration of this Agreement.

13. Miscellaneous. A. *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 relating thereto.

B. *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. Buyer's 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.

C. *Assignment.* Except as specifically set forth herein, Vendor 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 Buyer. Any attempt to assign by Vendor contrary to the terms of this Agreement shall be void.

D. *Right of Set-off.* Buyer shall have the right at any time to set-off any amount due from Vendor to Buyer with respect to any previous order (credit) or subsequent order or any other contractual agreement between the parties, unless such set-off violates local laws and regulations.

E. *Prohibitions on Gratuities.* Vendor warrants that it has not and will not offer or give, to any employee or agent of Buyer, any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions, or performance of any Purchase Order from Buyer. Any breach of this warranty shall be a material breach of this Agreement.

F. *Applicable Law.* This Agreement shall be governed by and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws, and the parties irrevocably waive all rights to trial by jury for any such litigation between them.

G. *Notices.* Any notices required or permitted under this Agreement shall be in writing 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. Any notices given hereunder shall be addressed to the other party at the address shown on the face of the Purchase Order and shall be effective as of the earliest of (i) actual receipt or (ii) twenty-four hours after transmission if sent by facsimile, or after depositing with the express courier service

H. *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.

I. *Limitation of Liability.* IN NO EVENT SHALL BUYER BE LIABLE TO VENDOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION, LOST PROFITS OR LOSS OF DATA) IN ANY WAY ARISING OUT OF THIS AGREEMENT OR PERFORMANCE THEREUNDER, HOWEVER CAUSED, UNDER A CLAIM OF ANY TYPE OR NATURE, BASED ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR STRICT LIABILITY) WHETHER OR NOT VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL

BUYER'S LIABILITY FOR OTHER DAMAGES TO VENDOR EXCEED THE CHARGES PAID OR PAYABLE FOR THE GOODS, SERVICES OR DELIVERABLE INVOLVED IN THE DAMAGE.

J. *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 Vendor to perform Services will not for any purpose be considered employees of Buyer. Vendor will be responsible for their supervision, daily direction and control, as well as payment of salary and benefits, including applicable employment taxes.

K. *Social Responsibility.* Vendor acknowledges and agrees to adhere to Buyer's Corporate Principles of Social Responsibility, as modified from time to time by Buyer, and available at <http://www.3ds.com/company/corporate-responsibility/ethics/>.

END OF DOCUMENT.