

DASSAULT SYSTEMES
CUSTOMER EVALUATION LICENSE AND ONLINE SERVICES AGREEMENT

This Customer Evaluation License and Online Services Agreement is made by and between the customer ("Customer") and **DASSAULT SYSTEMES SE**, with its principal place of business located at 10 rue Marcel Dassault 78140 Vélizy-Villacoublay, France ("DS"). This Agreement is accepted by Customer by a "click to accept". The parties agree as follows:

GENERAL TERMS

1. Definitions

Agreement means these General Terms and the terms contained in the web links referenced herein and hereby incorporated by reference.

Applicable Data Protection Legislation means either the Regulation (EU) 2016/679 (General Data Protection Regulation) and any delegated and implementing acts adopted in accordance with the General Data Protection Regulation and the member state's laws specifying the provisions of the General Data Protection Regulation applicable to the Processing implemented or the applicable Data Protection laws and regulations applicable to the Agreement as specified herein after.

Documentation means, at any time, the current user documentation in any form or media as delivered together with the DS Offering for use in connection with the DS Offering.

DS Group Company means Dassault Systèmes, a French "société européenne" or any entity in which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

DS Offering means one or more Licensed Programs and/or Online Services and/or Packaged Offering.

Effective Date means (i) for a Licensed Program, the later of the following: (x) the date on which such Licensed Program is shipped or made available electronically to Customer or, if applicable, (y) the date on which Customer is informed by DS that the associated license key can be requested or is available, or (ii) for Online Services, the date of delivery of the Online Services as described in Section 3.

Licensed Program means any data processing program for which a license is ordered by and provided to Customer and/or provided to Customer as part of the Online Services, consisting of a series of instructions and/or content, including databases, 2D and 3D models, in machine readable form, and associated Documentation.

Machine means hardware belonging to Customer or under its sole control or supervision, and located on Customer's premises.

Named User means a User identified with a unique username and password to use the DS Offerings.

Online Services means online access to, and use of, Licensed Program and/or other related services, as may be updated by DS from time to time and ordered by Customer. Online Services may also include certain Licensed Program for which on-premise installation may be required.

Packaged Offering means a DS Offering composed of several Licensed Programs and/or Online Services as defined in the product portfolio published at www.3ds.com/terms/product-portfolio.

Personal Data means any kind of information relating to an individual about whom information is collected which can, individually or together with other information on the individual, lead to directly or indirectly identifying such individual.

Sub-Processor means any Processor appointed by DS or by any other Sub-Processor of DS which receives, from DS or from any other Sub-Processor of DS, Personal Data for the sole and exclusive purpose to Process activities to be carried out on behalf of Customer in accordance with the terms of this Agreement and the terms of a written subcontract.

User means any Customer's employees, consultants and/or subcontractors who work for the exclusive internal needs of Customer, or, when available as part of certain DS Offerings, other companies' employees invited by Customer to use the DS Offerings for the exclusive purpose of collaborating with Customer.

"Controller", "Data Subject", "Personal Data", "Process/Processing" "Processor" and "Personal Data Breach" shall have the same meaning as

in the Applicable Data Protection Legislation or in the absence of such definitions those of the GDPR.

Defined terms can be used in a singular or plural form.

2. License and Use Rights

2.1 Grant. DS grants Customer, from the Effective Date, a temporary, free of charge, non-exclusive and non-transferable right to access and use the DS Offering, for a maximum duration of one (1) month and solely for the purpose of evaluating such DS Offering and specifically excluding any production or commercial purpose. Customer may (i) make and install the necessary number of copies of the applicable Licensed Program for which on-premise installation is required, and (ii) make one copy for back-up purposes of each Licensed Program for which on-premise installation is required.

The Licensed Programs may (i) be used only in the country for which the license has been ordered, (ii) be executed only on, or accessed by, Machines, and (iii) if applicable, be only for the maximum number of Users, Named Users or maximum use authorized through tokens.

The Online Services may be used only for the maximum number of Named Users. This Agreement shall not contain, nor shall be supplemented by any service level agreement.

2.2 Scope. Customer agrees to operate each DS Offering in accordance with (i) the terms and provisions of this Agreement and the Documentation for such DS Offering, and (ii) any specific terms published at www.3ds.com/terms/third-party-terms that apply to such DS Offering. Customer agrees to ensure that its authorized Users comply with such terms and provisions.

Other than as expressly set forth herein, Customer acknowledges and agrees that DS shall have no obligation to provide any other services, support or maintenance for the DS Offerings under this Agreement. No rights, including, without limitation, any right to use, reproduce or display, other than those specifically provided in this Agreement are granted to Customer. Except to the extent permitted by applicable law, Customer shall not modify, adapt, reverse engineer, decompile, disassemble or otherwise translate all or part of any DS Offering, and shall not provide, disclose or transmit any results of tests or benchmarks related to any DS Offering to any third party.

3. Delivery

DS Offerings will be delivered to Customer or made available electronically. Electronic delivery will be made by providing Customer with necessary information to access the Online Services and/or download the Licensed Program. Customer is responsible for accessing DS's website and downloading the Licensed Program.

4. Intellectual Property

DS and/or its suppliers retain ownership in all intellectual property rights in all DS Offerings and all modifications, enhancements or other derivative works thereof. Licensed Programs are licensed, not sold. Customer shall preserve and reproduce all copyright, patent and trademark notices which appear in any DS Offering on all partial or integral copies thereof. Customer shall keep full, true and accurate records of all copies of the Licensed Programs, which records shall be available for audit by DS. Customer recognizes that the

methodologies and techniques contained in or expressed within the DS Offerings are proprietary information or trade secrets of DS or its suppliers, whether or not marked as "confidential". Customer shall treat them as confidential information and not disclose them.

5. Warranty, Limitation of Liability, Risk of Use and Indemnity

THE DS OFFERINGS ARE MADE AVAILABLE ON AN "AS IS" BASIS, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

DS AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF DATA, THAT IN ANY WAY RELATE TO THIS AGREEMENT, ANY DS OFFERING, DOCUMENTATION OR SERVICES, WHETHER OR NOT DS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

CUSTOMER'S USE OF DS OFFERINGS SHALL BE AT CUSTOMER'S SOLE RISK. CUSTOMER SHALL INDEMNIFY AND HOLD DS AND ITS LICENSORS HARMLESS FROM ANY AND ALL LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF THIS AGREEMENT OR CUSTOMER'S USE OF DS OFFERINGS UNDER THIS AGREEMENT.

6. Term and Termination

6.1 This Agreement remains in effect for a maximum duration of one (1) month, unless terminated earlier by either party hereto, with or without grounds, upon written notice to the other party.

6.2 Upon expiration or termination of this Agreement, or of any licenses granted or any Online Services provided hereunder, Customer shall immediately destroy or return all copies of the terminated or expired Licensed Programs and associated Documentation in their entirety and shall no longer have access to the Online Services.

7. Additional Terms for Online Services

7.1 Additional Definitions

Customer Data means the data provided by Customer to DS, whether posted by Customer or any authorized Users, through Customer's use of the Online Services, including Personal Data.

7.2 Customer Data. All Customer Data will remain the sole property of Customer or the authorized Users that posted such Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and obtaining copyright permissions for all Customer Data. Subject to the terms and conditions of this Agreement, Customer grants to DS a non-exclusive license to use, copy, store and transmit Customer Data and have Customer Data used, copied, stored and transmitted by DS's Group Companies and DS's subcontractors, to the extent reasonably necessary to provide, maintain and improve the Online Services. Customer shall defend the DS Group Companies against all third party claims arising from or relating to (i) Customer's use of the Online Services in violation of applicable laws or regulations, and/or (ii) any violation, infringement or misappropriation of the rights of a third party resulting from the Customer Data, and shall pay all costs, damages and expenses (including reasonable legal fees) finally awarded against DS by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Customer arising out of such claim, provided (i) DS provides Customer with prompt written notice of the claim, and (ii) DS gives Customer sole control of the defense of the claim and any related settlement discussions and provides reasonable cooperation in the defense and settlement of the claim.

Customer undertakes to abstain from, and shall ensure that all Users abstain from, processing, storing or uploading on its data sharing environment any confidential information or confidential data.

DS may destroy Customer Data without notice upon expiration or termination of this Agreement.

8. Export

Export to Customer of DS Offering and Documentation is subject to all applicable countries' export and re-export laws and regulations. DS and its licensors shall have no liability towards Customer if necessary authorizations, licenses or approvals are not obtained. Customer shall not export or re-export, either directly or indirectly, DS Offering when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval. Customer hereby warrants to DS that all DS Offerings ordered hereunder shall not be used in violation of any applicable export laws, including for proliferation of any nuclear, chemical or biological weapons or missile delivery systems and shall not be diverted to any country, company or individual if prohibited by the applicable export laws of any country. Customer recognizes that Customer Data may be transferred to or stored in any country. Customer undertakes to abstain from, and shall ensure all Users abstain from, processing, storing or uploading on its data sharing environment any information or data, the export of which is controlled, regulated or subject to any permit or license under any applicable law or regulation. Customer shall be deemed to be the exporter of Customer Data. DS may terminate this Agreement and all licenses and access to the Online Services hereunder upon written notice if Customer violates these provisions.

9. Data Privacy

Customer acknowledges and agrees that it is and shall at all times remain the sole Data Controller of the Personal Data that will be processed as part of its access to and use of a DS Offering and therefore, shall be responsible for complying with all Applicable Data Protection Legislation including, but not limited to, (i) transfer of Personal Data, (ii) information of data subjects and (iii) access, modification and deletion rights of data subjects. DS as the Data Processor will collect, store and process the Personal Data in accordance with the Agreement.

Location of Data Processing. In order for DS to provide the Online Services, Customer appoints DS as Processor and agrees that Personal Data provided by Customer (Customer's Personal Data) may be transferred to, stored, accessed and Processed in any country in which DS or its Sub-Processors are located. DS will ensure that the same data protection obligations as set forth in the Agreement shall be imposed on the Sub-Processors by way of a contract and/or the standard contractual clauses from the European Commission in such a manner that the Processing will meet the requirements of the Applicable Data Protection Legislation.

DS Obligations. DS, as a Processor, will:

- to the maximum extent permitted by applicable law and for the duration of use of the DS Offerings, process Customer's Personal data in accordance with this Agreement, and Customer's written reasonable instructions, which shall in all circumstances be consistent with such Agreement;
- ensure that the persons who are authorized to Process Customer's Personal Data are bound themselves by an appropriate obligation of confidentiality;
- reasonably assist Customer in ensuring compliance with its obligations as a Data Controller regarding sections 32 to 36 of the General Data Protection Regulation, taking into account the nature of Processing as described in the Agreement. If DS has reason to believe or is convinced that a Personal Data Breach impacting Customer has occurred, DS will (i) notify the incident to Customer without undue delay after becoming aware of such Personal Data Breach, (ii) provide Customer with

available information allowing it to comply with its notification obligations with competent supervisory authority;

- reasonably assist Customer to fulfil its obligations in response to requests from Data Subjects to exercise their rights under Applicable Data Protection Legislation in a manner consistent with the use of the DS Offerings and DS's role as a Processor.
- make available to Customer all necessary information in its possession to demonstrate Customer's compliance with its obligations provided for by the Applicable Data Protection Legislation and reflected in this section and, in case compliance with Applicable Data Protection Legislation cannot be evidenced through the appropriate documentation provided by DS, allow for, an audit. Such audit will be (i) notified to DS in writing at least thirty (30) days in advance by indicating its scope which shall be limited to assess Customer's compliance where the documentation provided by DS is not relevant (ii) conducted by an independent auditor mandated by Customer at Customer's costs and performed not more than once every twelve (12) months;
- keep a list of the Sub-Processors that will be involved in the Processing of Customer's Personal Data due to the Processing activities implemented on behalf of Customer and inform Customer of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the Customer the opportunity to object to such changes. Customer will be notified at least 15 (fifteen) days in advance before authorizing any new Sub-Processor to Process Customer's Personal Data with a mechanism to obtain notice of that update, except in case of emergency. Customer may reasonably object to DS's use of a new Sub-Processor if (i) such new Sub-Processor Processes Customer's Personal data, (ii) Customer demonstrates it has a legitimate interest, and notifies DS in writing, within fifteen (15) days after receipt of the notification, it being specified that in the absence of an objection from Customer, the Sub-Processor is deemed to be accepted by Customer. If Customer notifies its objection related to the new Sub-Processor within the above timeframe, Customer may terminate the DS Offering impacted by this change of Sub-Processor before the end of the notice period of fifteen (15) days after receipt of the notification;
- upon termination or expiration of the Agreement, delete or return all Customer's Personal Data to Customer, at Customer's choice, and delete all existing copies, in accordance with the terms and timelines of such Agreement, except where applicable law requires retention of such Customer's Personal Data or where such Customer's Personal Data is necessary for proof purposes during the applicable statute of limitation.

10. Miscellaneous

10.1 Severability. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect, and the affected provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

10.2 Transfer, Assignment & Subcontract. Any subcontract, assignment, delegation or other transfer (including without limitation, by way of merger, acquisition, divestiture, or change of control or contribution in kind) of this Agreement or any of Customer's rights, duties, benefits or obligations hereunder is subject to DS's prior written approval. Any attempt to do so without such consent is void. This Agreement shall be binding upon, and inure to the benefit of DS and its successors and assigns.

10.3 Amendments & Non-Waiver. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made by written amendment signed by both parties. A party's failure at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce that or any other provision.

10.4 Language. This Agreement is provided in English and may be provided, for informational purposes only, in a language other than English. The English version shall be the only binding and enforceable version of this Agreement.

10.5 DS may assign, delegate, subcontract or otherwise transfer any of its rights or obligations hereunder, in whole or in part, without Customer's consent.

10.6 Survival. The following sections of this Agreement shall survive termination or expiration thereof: Sections 1, 2.2, 4, 5, 6.2, 7, 8, 9 and 10.

10.7 Governing law and jurisdiction. This Agreement shall be governed and construed in accordance with the laws of France. The Commercial Court of Paris ("Tribunal de Commerce de Paris") shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of this Agreement, however, the parties acknowledge and agree that in the event that the subject matter of any such dispute is Intellectual Property, DS shall have the right to bring any such dispute before the French Civil Court having jurisdiction pursuant to the French Code of Civil Procedure ("Code de Procédure Civile"). Customer acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, DS's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.