

**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 the DASSAULT SYSTEMES group legal entity ("DS"), as both are identified in the Transaction Document. This Agreement is accepted by Customer by executing the Transaction Document (including by clicking to accept). The parties agree as follows:

**GENERAL TERMS**

**1. Definitions**

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

**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 anonyme" 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 pursuant to a Transaction Document and/or provided to Customer as part of the Online Services, consisting of a series of instructions or databases 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 other related services, as may be updated by DS from time to time and ordered by Customer pursuant to a Transaction Document. 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](http://www.3ds.com/terms/product-portfolio) or in the Transaction Document.

**Transaction Document** means the form (which may be online) referencing this Agreement, signed or otherwise accepted by Customer and accepted by DS that identifies the DS Offering ordered by Customer, the quantities thereof, duration, geographical scope, the DS Group Company serving as the licensor or service provider and Customer identification.

**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.

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 identified in the Transaction Document, for the duration identified in the Transaction Document. Customer may (i) make and install the necessary number of copies of the applicable ELA Lighthouse (direct) – USA – V11.1

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, as described in the Transaction Document.

The Online Services may be used only for the maximum number of Named Users, as described in the Transaction Document. 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 for third party software published at [www.3ds.com/terms/third-party-terms](http://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.

During the term of the Transaction Document, Customer will benefit from supports services pursuant to the terms and conditions described at [www.3ds.com/terms/support-policies](http://www.3ds.com/terms/support-policies).

**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 the term specified in the Transaction Document, 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

**Applicable Data Protection Legislation** means any applicable data privacy law and all other regulations that may apply to the Processing of Customer's Personal Data.

**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.

**Data Controller** refers to any entity in the public or in the private sector that determines the purposes and the means of the Processing of its Personal Data and has the bulk of compliance with all Applicable Data Protection Legislation.

**Data Subject** means an individual about whom Personal Data is collected and used.

**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.

**Processing** refers to any operation or set of operations (including, without limitation, collection, organization, adaptation, deletion, storage, use, recording, interconnection, consultation, disclosure and transfer) that is performed upon 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 to the extent reasonably necessary to provide and maintain the Online Services. Customer

acknowledges and agrees that DS Group Company employees and DS subcontractors may have access to Customer Data in connection with the performance of this Agreement. 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.

Unless Customer Data is covered by another agreement concluded between DS and Customer, DS may destroy Customer Data, without notice, upon expiration or termination of this Agreement.

**7.3 Data Privacy.** Customer acknowledges and agrees that it is and shall at all times remain the sole Data Controller of its Personal Data, 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.

**7.4 Third Party Content.** DS exercises no control over, and assumes no responsibility or liability for any Customer content or third party content provided or published via the Online Services.

## 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. Miscellaneous

**9.1 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.

**9.2 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.

**9.3 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.

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

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

**9.6 Governing law and jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. The Courts of The Commonwealth of Massachusetts, United States of America shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of this Agreement. Customer acknowledges and agrees that the foregoing 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.