

DASSAULT SYSTEMES CUSTOMER LICENSE AND ONLINE SERVICES AGREEMENT

This Customer License and Online Services Agreement is made by and between the customer (“**Customer**”) and the Dassault Systemes legal entity (“**3DS**” or “**DS**”), as both are identified in the applicable Transaction Document. This Agreement is accepted by Customer by signing or otherwise accepting a Transaction Document referencing this Agreement or by other electronic means permitted by 3DS, such as click-to-accept and electronic signature. The parties agree as follows:

GENERAL TERMS

1. Definitions

3DS Group Company (or DS Group Company) means Dassault Systèmes, a French “société européenne” or any entity which Dassault Systèmes, directly or indirectly, (i) owns more than fifty percent (50%) of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

3DS Offering (or DS Offering) means one or more Licensed Programs and/or Online Services and/or Packaged Offerings.

3DS Website Terms means the relevant OST, Support Services details, product portfolio, Data Processing Exhibit and SLA located at the website available at www.3ds.com/terms.

Agreement means these terms, the applicable Country Specific Terms, the Transaction Documents, and the terms contained in the 3DS Website Terms referenced herein.

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

Controller, Data Subject, Personal Data, Personal Data Breach, Process/Processing, Processor, and Supervisory Authority when used in the appropriate context, shall have the same meaning as in the Applicable Data Protection Legislation. If the preceding terms are not defined in the Applicable Data Protection Legislation, then such terms as used in this Agreement shall have the same meaning as their analogous terms under the Applicable Data Protection Legislation. In the event there are no such analogous terms, then the definitions of those terms under Regulation (EU) 2016/679 (General Data Protection Regulation) shall apply.

Controlled Data means any information : (i) required for the development, production, assembly, operation, repair, test, maintenance, or modification of an item, in any tangible or intangible form, (including but not limited to written or oral communications, designs, computer-aided design files, plans, models, photographs, instructions, engineering designs and specifications) falling in any category of the list of controlled items of any Export Control Regulations; (ii) subject to cybersecurity regulatory requirements on information technology systems used for its storage or transfer.

Country Specific Terms means terms below corresponding to the country in which Customer is located, as such country is identified in the Transaction Document.

Customer Data means the data provided by Customer or collected by 3DS, through Customer’s use of the Online Services, including any Personal Data.

Data Processing Exhibit means the terms published in the 3DS Website Terms applicable to the Processing of Personal Data by 3DS when 3DS is acting as Processor on behalf of Customer.

Distributor means a third party authorized by 3DS to distribute 3DS Offerings and/or Support Services.

Documentation means the current user documentation in any form or media as delivered together with the 3DS Offering for use in connection with the 3DS Offering.

Effective Date means (i) for a Licensed Program, the later of the following (a) the date on which such Licensed Program is shipped or made available electronically to Customer or, if applicable, (b) the date on which Customer is informed by 3DS 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 4.1.

Export Control Regulations means all applicable export control laws and regulations, and sanctions programs worldwide, including but not limited to the United States Export Administration Regulations (EAR) and the Office of Foreign Assets Control (OFAC) Specially Designated Nationals sanctions, and the European Union Council Regulation (EU) No 2021/821.

Licensed Program means (i) any data processing program and content, including databases and digital models, for which a license is provided to Customer pursuant to a Transaction Document, (ii) associated Documentation, and (iii) corrective patches and Releases to which a Customer is entitled. A Licensed Program does not include new versions of a Licensed Program, including any successor product which significantly differs in architecture, user interface, or mode of delivery.

Online Services means online access to, and use of, Licensed Program and/or other related services, as may be updated by 3DS from time to time and ordered by Customer pursuant to a Transaction Document. Online Services may also include certain Licensed Programs for which on-premises installation may be required.

OST (Offering Specific Terms) means specific terms applicable to a given Release of a 3DS Offering and published in the 3DS Website Terms. The applicable OST for a specific Release will be the one applicable for the specific Release at the time of the initial delivery. Any OST applicable to a subsequent Release of a 3DS Offering will not, on an overall basis, result in a material increase in Customer’s liabilities and obligations or a material decrease in 3DS’s liabilities and obligations under this Agreement.

Packaged Offering means a 3DS Offering composed of multiple Licensed Programs and/or Online Services as defined in the product portfolio available in the 3DS Website Terms, and ordered by Customer pursuant to a Transaction Document, provided that each Licensed Program or Online Service comprising a Packaged Offering shall be governed by all of the terms and conditions of this Agreement applicable to it respectively.

Release means a periodic update of the same major version of a 3DS Offering if and when made generally available to the market.

Service Level Agreement means the service level terms for the Online Services published in the 3DS Website Terms.

Sub-Processor means any Processor appointed by 3DS or by any other Sub-Processor of 3DS that receives, from 3DS or from any other Sub-Processor of 3DS, Personal Data for the Processing activities to be carried out on behalf of Customer in accordance with the terms of this Agreement and the terms of a written subcontract if applicable.

Support Services means the maintenance, enhancement and other support services for 3DS Offerings referred to herein and described in the 3DS Website Terms.

Transaction Document means the form provided by 3DS (which may be online) referencing this Agreement, signed or otherwise accepted by Customer, and accepted by 3DS, which identifies the 3DS Offerings and/or Support Services ordered by Customer, and includes other information such as the quantities of licenses thereof, fees payable (unless ordered through a Distributor), duration, geographical scope, and the 3DS Group Company serving as the licensor or service provider and Customer information.

Whenever required by the context hereof, the terms herein apply equally to the singular and plural forms of the terms and expressions defined.

2. License and Use Rights

2.1 Grant. 3DS grants Customer, from the Effective Date, a non-exclusive and non-transferable (except as expressly permitted herein) right, for the duration identified in the Transaction Document, and solely for its own internal business use, to:

- Access and use the 3DS Offering according to the terms and conditions of this Agreement and their applicable Documentation;
- Allow its authorized users (as specified in the applicable OST) to access and use the 3DS Offering;
- Install the permitted number of copies and make one copy for back-up purposes for 3DS Offering requiring on-premises installation.

2.2 Scope. Customer agrees to operate each 3DS Offering in accordance with the terms and provisions of this Agreement and applicable Documentation and to ensure that its authorized users comply with such terms and provisions. License keys, license tokens, or delivery of media do not in and of themselves, grant any right to use any software if such software has not been ordered pursuant to a Transaction Document. Except as expressly set forth in this Agreement, no other express or implied right or license is granted to Customer.

Except as specifically permitted in this Agreement, Customer agrees not to: (a) use any 3DS Offering to develop software applications for use by or distribution to any third party; (b) rent, lease, or sublicense any 3DS Offering to third parties, or perform or offer any type of services to third parties relating to any 3DS Offering including, without limitation, consulting, training, assistance, outsourcing, service bureau, customization, or development; (c) correct errors, defects, and/or other operating anomalies of any 3DS Offering; (d) reverse engineer, decompile, disassemble, adapt, or otherwise translate all or part of any 3DS Offering; (e) conduct or authorize any third party to conduct security testing on Online Services or any related network or system used by 3DS to provide Online Services or Support Services; (f) provide, disclose, or transmit publicly or to any third party any result of benchmarking or testing related to any 3DS Offering hosted by Customer or by a third party on its behalf, such as any vulnerability test result.

3. Support Services

Support Services for 3DS Offerings are provided in accordance with the applicable Support Services policy posted in the 3DS Website Terms and include support request management and, in the case of Licensed Programs, Releases made available during the Support Services term. Support Services policies are subject to change; but any change shall not take effect for Customer until Customer's next renewal of Support Services. Unless otherwise requested by Customer or terminated in accordance with this Agreement, Support Services shall automatically renew on an annual basis subject to the then-current Support Services policies.

4. Delivery and Payment

4.1. Delivery. 3DS Offerings will be delivered and/or made available to Customer electronically. Electronic delivery will be made by providing Customer with the necessary information to access the Online Services and/or download the Licensed Programs. Customer is responsible for accessing 3DS's website and downloading the Licensed Programs. Licensed Programs requiring physical delivery will be delivered by 3DS FCA (Incoterms 2020) 3DS's premises as designated by 3DS.

4.2. Payment

4.2.1. Payment Terms. Customer shall pay the fees applicable to each 3DS Offering and Support Services at the price identified in the applicable Transaction Document (or similar document between Customer and Distributor, if ordered through a Distributor). Unless otherwise agreed to in a Transaction Document, (i) all fees will be invoiced in advance, and (ii) Customer shall pay invoices in accordance with the Country Specific Terms. 3DS shall be entitled to suspend the provision of any Support Services and/or Online Services for which payment has not been made.

To avoid Customer having multiple renewal dates, the parties may elect to set a common renewal date with respect to any 3DS Offering or Support Services with different renewal dates, and 3DS will prorate the fees due as applicable so there is no duplication of fees.

Customer may elect to submit payment for certain 3DS Offerings online. In such a case, Customer will be notified by e-mail of upcoming renewals for those 3DS Offerings that are subject to automatic renewal. Renewal fees will be debited from Customer's account no earlier than seven (7) days prior to the renewal date. Once debited, the renewal shall be deemed accepted by Customer and cannot be canceled or withdrawn. Should such debit be rejected, 3DS shall be entitled to terminate the applicable 3DS Offering as of the renewal date.

4.2.2. Renewal Pricing. The price for renewal of fixed term Licensed Program and/or Support Services for any given period is the price of the previous period, plus the last percentage of increase applicable to the Licensed Program in the applicable country, as published at least ninety (90) days prior to the renewal date. If applicable, current price increase terms and conditions can be found in the 3DS Website Terms. The price for renewal of fixed term Online Services and/or associated Support Services shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period to the fees charged to Customer for the prior period.

4.2.3. Late Payments. Customer shall pay interest and collection fees on late payments at the rate identified in the Country Specific Terms.

4.2.4. Billing/Payment Agents. 3DS may agree that Customer may designate a third-party billing agent to be the recipient of 3DS invoices related to the 3DS Offerings and Support Services ordered under a Transaction Document. Such billing agent will make the applicable payments as specified in the Transaction Document directly to 3DS acting in the name of and on behalf of Customer. Customer shall remain liable to 3DS for all payment obligations hereunder in the event such billing agent fails to make such payments when due. Customer shall perform any obligation which could be created by or related to designation of a billing agent. No express or implied license to the 3DS Offerings is granted to the billing agent hereunder.

4.2.5. Taxes. All prices are exclusive of taxes. Customer shall be responsible for payment of any and all taxes as more fully identified in the Country Specific Terms, and for any and all taxes due in relation to the transfer or usage of a 3DS Offering.

5. Intellectual Property

5.1. Ownership. 3DS and/or its suppliers retain ownership in all intellectual property rights in all 3DS Offerings and all modifications 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 3DS Offering or any copy thereof. Customer recognizes that the methodologies and techniques contained in or expressed within the 3DS Offering are proprietary information or trade secrets of 3DS and/or its suppliers, whether or not marked as "confidential." Customer shall treat such as confidential information and not disclose them.

5.2. Intellectual Property Claims. 3DS will defend Customer against any claim made by a third party that a 3DS Offering delivered under this Agreement infringes a copyright in any country or a patent of the United States, Japan, or a member state of the European Patent Organization. 3DS will also pay all costs, damages, and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by 3DS arising out of such claim. 3DS's obligations in this section are conditioned upon Customer (i) providing 3DS with prompt written notice of the claim, (ii) giving 3DS sole control of the defense of the claim and any related settlement discussion, and (iii) providing reasonable cooperation in the defense and settlement of the claim.

This obligation shall not apply to any claim related to (i) any modification of a 3DS Offering by anyone other than 3DS, (ii) Customer or third party content, including databases and/or digital models provided or published via the 3DS Offering, (iii) the use of one or more 3DS Offering in combination with other hardware, data, or programs not specified by 3DS, or (iv) the use of corrective patches or Releases other than the most recent one, to the extent that such claim would have been prevented by use of such patches or Releases.

If any claim of infringement of intellectual property rights is made, or in 3DS's reasonable opinion is likely to be made, 3DS may, at its sole discretion and expense either (i) secure the right for Customer to continue using the applicable 3DS Offering, (ii) modify it so that it is not infringing, or (iii) replace it with another program which is functionally comparable. If none of the foregoing options is available on terms which are reasonable in 3DS's judgment, 3DS may terminate the affected 3DS Offering. For fixed term 3DS Offerings, 3DS shall refund all prepaid but unused fees paid hereunder for the affected 3DS Offering. For other than fixed term 3DS Offering, 3DS shall either refund, or provide a credit to Customer, at Customer's option, in an amount equal to the corresponding one-time fee paid for the 3DS Offerings by Customer, depreciated on a straight-line over three (3) years. Prior to any such refund or credit, Customer shall certify, in writing signed by an officer of Customer, the return or destruction of all copies of the affected Licensed Program.

This Section 5.2 ("Intellectual Property Claims") states 3DS's entire liability and Customer's exclusive remedy for any infringement of intellectual property rights.

6. Warranty

6.1. Licensed Program Warranty. 3DS warrants for ninety (90) days from the initial delivery of each Licensed Program that such Licensed Program will materially conform to its Documentation when used in the specified operating environment. If the Licensed Program does not so conform, and Customer has notified 3DS within this warranty period, 3DS will use commercially reasonable efforts to make it conform as warranted. If 3DS has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may terminate the license to the non-conforming Licensed Program within thirty (30) days and receive a full refund of all fees paid for such non-conforming Licensed Program. This refund represents 3DS's sole liability and Customer's sole remedy for breach of this warranty.

6.2. Online Services Warranty. 3DS warrants, for the subscription term of each Online Services offering, that such Online Services will perform materially in accordance with its Documentation when accessed and used in accordance with terms and conditions of this Agreement. Customer shall provide 3DS with prompt notice of any claim under the warranty set forth above and, if applicable, provide 3DS with reasonable assistance required for 3DS to identify and repair such material non-conformance of the Online Services. Customer's sole and exclusive remedy for a breach of this warranty shall be that 3DS shall be required to use commercially reasonable efforts to make conform as warranted any non-conforming Online Services. If 3DS has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may terminate its right to access and use the non-conforming Online Services by providing written notice to 3DS within thirty (30) days and receive a pro-rata refund of prepaid subscription fees paid for the non-conforming Online Services covering the remainder of the term of such non-conforming Online Services after the effective date of termination. This refund represents 3DS's sole liability and Customer's sole remedy for breach of this warranty.

6.3. Disclaimers. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS FOR 3DS OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

3DS DISCLAIMS ALL LIABILITY FOR ANY USE OR APPLICATION OF ANY 3DS OFFERING OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE 3DS OFFERING. 3DS DOES NOT WARRANT THAT (I) THE FUNCTIONS OF ANY 3DS OFFERING WILL MEET CUSTOMER'S REQUIREMENTS OR WILL ENABLE IT TO ATTAIN THE OBJECTIVES CUSTOMER HAS SET FOR ITSELF, (II) THE 3DS OFFERING WILL OPERATE IN THE COMBINATION OR ENVIRONMENT SELECTED FOR USE BY CUSTOMER, OR (III) THE OPERATION OF THE 3DS OFFERING WILL BE UNINTERRUPTED OR FREE OF ERRORS. IN ALL INSTANCES, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE RESULTS PRODUCED BY THE 3DS OFFERING COMPLY WITH QUALITY AND SAFETY REQUIREMENTS OF CUSTOMER'S PRODUCTS OR SERVICES. NO EMPLOYEE OR AGENT OF 3DS IS AUTHORIZED TO GIVE A GREATER OR DIFFERENT WARRANTY. CUSTOMER SHALL HAVE EXCLUSIVE RESPONSIBILITY FOR (A) SELECTION OF THE 3DS OFFERING TO ACHIEVE CUSTOMER'S INTENDED RESULTS, (B) INSTALLATION OF THE LICENSED PROGRAM, (C) TAKING ADEQUATE MEASURES TO PROPERLY TEST, OPERATE, AND USE EACH 3DS OFFERING, AND (D) RESULTS OBTAINED THEREFROM.

3DS exercises no control over, and assumes no responsibility or liability for any Customer content or third party content, including databases and digital models provided or published via the 3DS Offerings.

7. Limitation of Liability

EXCEPT FOR 3DS'S LIABILITY UNDER SECTION 5.2, 3DS'S MAXIMUM LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM HEREUNDER. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT ENLARGE THIS MAXIMUM AND AGGREGATE LIMIT.

NOTWITHSTANDING THE FOREGOING, AND EXCLUDING 3DS'S OBLIGATIONS UNDER SECTION 5.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, 3DS SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AS WELL AS CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, THAT IN ANY WAY RELATE TO THIS AGREEMENT, ANY 3DS OFFERING, DOCUMENTATION, OR SERVICES, WHETHER OR NOT 3DS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS STATED IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY), TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE REMEDY.

Customer agrees that any and all claims related to this Agreement shall be brought solely against 3DS and not any 3DS licensor or any other 3DS Group Company.

Any legal action against 3DS must be filed in the appropriate judicial jurisdiction within two (2) years after the applicable cause of action has arisen.

8. Distributors

Notwithstanding anything to the contrary herein, specifically including the terms of Section 4, for any 3DS Offering which Customer obtains through a Distributor, Customer agrees that Distributor is responsible for any order it accepts of (i) pricing, invoicing, payment collection, (ii) the delivery of 3DS Offering, (iii) the provision of Support Services as specified in the applicable Support Services policy and (iv) the transmission to 3DS of Customer's termination notification according to Section 9.3. Distributors are not agents of 3DS and have no ability to bind 3DS. 3DS remains independent from the Distributor and is not responsible for the Distributor's actions or omissions.

9. Term and Termination

9.1. Term. This Agreement remains in effect until terminated as provided hereunder, or until the expiration of all 3DS Offerings ordered under this Agreement.

9.2. Termination for Cause

9.2.1. Material Breach. Either party may terminate this Agreement and/or Customer's rights to any or all 3DS Offerings and/or Support Services, if the other party is in material breach of any of its obligation, and fails to remedy such breach within thirty (30) days of receipt of written notice.

9.2.2. Online Services – Service Level Agreement Breach. Customer may terminate Online Services if 3DS fails to provide such Online Services in accordance with the then-applicable Service Level Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice detailing such breach.

9.3. Termination for Convenience

9.3.1. Licensed Program; and related Support Services. Customer may terminate the license to any Licensed Program by providing 3DS with at least thirty (30) days prior written notice. For perpetual licenses, such termination will take effect thirty (30) days after receipt of such notice; for fixed term licenses, such termination will take effect at the expiration of the then-current term. Absent notice from Customer in accordance with this Section, fixed term licenses shall automatically renew. Customer may terminate Support Services for a Licensed Program by providing 3DS with at least thirty (30) days prior written notice, provided, however, that any such termination of Support Services shall apply to Support Services for all licenses of the relevant Licensed Program held by Customer under any agreement then in effect between Customer and any 3DS Group Company.

9.3.2. Online Services; Use Rights and Support Services for Online Services. If applicable Customer may terminate the use rights and Support Services for Online Services, and either Customer or 3DS may terminate any Online Services, by providing the other party with thirty (30) days prior written notice. Absent such notification and unless otherwise stated in the applicable OST, the Online Services shall automatically renew and be subject to the then-applicable Service Level Agreement. In the case where Customer is terminating the use rights and Support Services related to Online Services, such termination shall take effect at the end of the notice period, in all other instances, such termination shall take effect at the next scheduled renewal date.

9.4. Effect of Expiration or Termination

9.4.1. General Effect. Upon expiration or termination of (i) this Agreement, (ii) a 3DS Offering, (iii) Support Services, (iv) Online Services, or (v) use right and Support Services for Online Services, Customer shall not be entitled to receive any refund or credit for early cancellation or termination of any 3DS Offering or Support Services. However, Customer will have no further obligation to pay future fees associated with the terminated item(s), provided, however, that Customer shall continue to be obligated to pay all fees that have accrued or are otherwise owed by Customer hereunder. Customer shall no longer have access to the Online Services or Support Services. In the case of (i) or (ii), Customer shall immediately destroy or return all copies of the terminated or expired Licensed Program and associated Documentation. In the case of (iii), Customer shall only be authorized to use (subject to the terms of this Agreement) the latest Release deployed in production by Customer of the Licensed Program for which Support Services are expired or terminated. If Customer terminates Online Services in accordance with Section 9.2.2 herein, Customer shall receive a refund of any prepaid but unused recurring fees as of the termination date. Such refund represents 3DS's sole liability and Customer's sole remedy for 3DS' failure to provide Online Services in accordance with the Service Level Agreement.

9.4.2. Agreement. In the event this Agreement is terminated by 3DS for breach, 3DS reserves the right to terminate (i) Customer's right to use any 3DS Offering for which payment has not been made, and (ii) Customer's right to use any or all 3DS Offering ordered hereunder if such breach is for other than a failure to pay.

9.4.3. Support Services for Licensed Programs. Upon expiration or termination of Support Services for Licensed Programs, 3DS shall have no further obligation to provide any service or deliver any Release in support of any such license, except for providing license keys if necessary. Customer may reinstate Support Services, if available, provided such reinstatement is for all licenses of a given Licensed Program held by Customer under any license then in force between Customer and any 3DS Group Company, and Customer pays all fees that would have been due in respect of Support Services from the date of termination to the date of reinstatement of such Support Services, plus a reinstatement fee as set forth in the 3DS Website Terms.

9.4.4. Use rights and Support Services for Online Services. 3DS shall have no further obligation to provide any service related to expired or terminated Online Services, except as specified in the applicable OST. If permitted in the applicable OST, Customer may reinstate use rights and Support Services, if available, for Online Services, subject to payment of all fees that would have been due in respect of the use rights and Support Services for such Online Services from the date of termination to the date of reinstatement.

10. Customer Data; Data Privacy

10.1. Customer Data. All Customer Data will remain the sole property of Customer. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, suitability of and obtaining all necessary rights for all Customer Data. Customer grants to 3DS, 3DS Group Companies, and 3DS's subcontractors to the extent reasonably necessary, a non-exclusive, worldwide, royalty-free license to use, copy, store and transmit Customer Data to provide, maintain and adapt any software and services of 3DS or any 3DS Group Company. Customer shall defend the 3DS 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. Customer shall pay all costs, damages and expenses (including reasonable attorney's fees) finally awarded against 3DS by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Customer arising out of any such claim, provided (i) 3DS provides

Customer with prompt written notice of the claim, and (ii) 3DS gives Customer sole control of the defense of the claim and any related settlement discussion and provides reasonable cooperation in the defense and settlement of the claim.

10.2. Customer Data: Storage. As part of the Online Services, and if available in the applicable OST, 3DS will provide storage of Customer Data for the duration of the Online Services and within the storage size limits defined in the applicable OST. Should Customer exceed such storage limits, Customer shall within fifteen (15) days of notice from 3DS, either (i) order additional storage capacity or (ii) reduce the size of the stored Customer Data accordingly.

10.3. Customer Data: Security. For the security, integrity, availability and confidentiality of Customer Data stored in the Online Services, 3DS utilizes administrative, physical and technical safeguards aligned with accepted security industry standards, such as NIST SP 800-53 or ISO/IEC 27001. 3DS verifies such safeguards as described in 3DS trust centre located at www.3ds.com/trust.

When using the Online Services, Customer is responsible for not compromising the security, integrity, availability and confidentiality of Customer Data, its network or systems and 3DS network or system by implementing measures aligned with applicable security industry standard, such as account authentication, update, backup and encryption measures.

10.4. Customer Data: Confidentiality. Customer Data shall be treated as confidential using no less than the same degree of care that 3DS uses with respect to its own confidential information of a similar nature, during the period when the Online Services are provided by 3DS and for a period of one (1) year following termination or expiration of Online Services.

To the extent necessary to perform this Agreement, 3DS is authorized to disclose Customer Data to third parties who have entered into an appropriate agreement with 3DS to protect the security and confidentiality of such Customer Data.

The obligation to treat Customer Data as confidential shall not apply to any Customer Data that is: (i) already in the possession of 3DS without any obligation of confidentiality at the time the information was received from Customer; (ii) independently developed by 3DS without reference to the Customer Data; (iii) or becomes publicly available without breach of this Agreement; (iv) rightfully received by 3DS from a third party without an obligation of confidentiality; or (v) required to be disclosed in accordance with a judicial or administrative decision but solely for disclosure to such judicial or administrative entity, provided that 3DS provides prompt information to Customer and reasonably cooperates with the Customer to limit the disclosure and use of the applicable information.

10.5. Personal Data: Controller Obligations. Each Party acknowledges that, for the Processing of professional contact details required for the management of this Agreement, Customer and 3DS each act as independent Controllers according to their own publicly available privacy policy. Customer acknowledges and agrees that it is and shall at all times remain the Controller of any Personal Data that will be Processed on its behalf as part of its access to and use of the Online Services.

Customer shall be responsible for complying with all Applicable Data Protection Legislation regarding, without limitation, (i) transfer of Personal Data, (ii) information of Data Subjects, and (iii) access, modification, and deletion rights of Data Subjects.

10.6. Personal Data: Location of Data Processing. In order for 3DS to provide the Online Services, Customer appoints 3DS as Processor and agrees that Personal Data provided by Customer may be transferred to, stored, accessed, and Processed in any country in which 3DS or its Sub-Processor are located. 3DS will ensure that equivalent data protection obligations as set forth in this Agreement will be imposed on its Sub-Processor by way of a written agreement and/or the standard contractual clauses from the European Commission, as applicable, in such a manner that the Processing will address the requirements of the Applicable Data Protection Legislation.

10.7. Personal Data: Processor Obligations. 3DS, acting as Processor, will, collect, store, and Process the Personal Data in accordance with this Agreement, including the Data Processing Exhibit published in the 3DS Website Terms.

If and as required by Applicable Data Protection Legislation, 3DS will:

- (i) for the duration of use of the Online Services, Process Personal Data provided by Customer in accordance with this Agreement and Customer's reasonable written instructions, which in all circumstances shall be consistent with this Agreement;
- (ii) require that the persons who are authorized to Process Personal Data provided by Customer have a need-to-know and are bound by an appropriate obligation of confidentiality;
- (iii) reasonably assist Customer in complying with its obligations as Controller, taking into account the nature of Processing as described in the Agreement;
- (iv) reasonably assist Customer with fulfilling its obligations with regards to responding to requests from Data Subjects to exercise their rights under Applicable Data Protection Legislation in a manner consistent with the use of the Online Services and 3DS's role as Processor;
- (v) make available to Customer the necessary information in 3DS's possession to demonstrate Customer's compliance with its obligations provided for in the Applicable Data Protection Legislation and reflected in this section; and
- (vi) upon termination or expiration of the Agreement, delete or return Personal Data provided by Customer to Customer, at Customer's option, and delete all existing copies, in accordance with the terms of this Agreement, except where applicable law requires retention of Personal Data or where retention of Personal Data is necessary for evidentiary purposes during the applicable statute of limitations.

11. Additional Terms for Education Use and Non-Profit Research Use

11.1. Definitions Specific to Education and Non-Profit Research Use

11.1.1. Education Institution means a Customer which is either (i) an accredited institution of education and/or research which is authorized to grant academic degrees (diploma or certificate) at any primary, secondary, or higher education level and/or (ii) an accredited institution of education delivering continuing education programs (e.g. training organization, training center, career school, vocational school).

11.1.2. Education Use means use of 3DS Offerings by authorized users at Education Institutions solely for purposes that are strictly related to (i) education, instruction, training, upskilling of duly enrolled participant in Customer's education program, and/or (ii) research which is experimental and/or theoretical in nature, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory and/or (iii) experience-based and/or project-based learning activities which are under the direction and supervision of an Education Institution's faculty, undertaken to perform a project sponsored by one or more third parties to address problems presented by such third parties.

11.1.3. Non-Profit Research Institutes means a Customer which is a non-profit organization dedicated to research, notwithstanding anything to the contrary in any Country Specific Term.

11.1.4. Non-Profit Research Use means use of 3DS Offerings by authorized users at Non-Profit Research Institutes solely for purposes related to research that is experimental and/or theoretical in nature, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory.

11.2. Education or Non-Profit Research Use Restrictions. Notwithstanding anything to the contrary in Section 2 or any country-specific terms, 3DS Offerings for Education Use or Non-Profit Research Use shall not be used, directly or indirectly, for commercial purposes of Customer or any third party (e.g. for production of goods and services for resale, professional consulting, corporate or government internships, work-for-hire under commercial and/or governmental contract terms).

11.3. Content Watermarking. Content produced using any 3DS Offering for Education Use may automatically contain a watermark identifying the 3DS Offering used. Customer shall not remove any such watermark.

12. Export

12.1. Export Regulations. 3DS Offerings, Support Services and related Documentation are subject to Export Control Regulations concerning (i) their export, import, re-export and in-country transfer, (ii) their intended end use by Customer, and (iii) the receipt, use, storage and/or export of Controlled Data. In the event of any conflict between Export Control Regulations, for purposes of the Agreement, the most restrictive law shall prevail.

12.2. Licenses/Authorizations. 3DS, any 3DS Group Company and their licensors shall not be liable if authorizations, licenses and approvals, required for export to Customer under Export Control Regulations, are not sought or obtained.

12.3. Customer Responsibilities. Customer shall comply with all applicable Export Control Regulations, and shall not export or re-export, directly or indirectly, any 3DS Offering or related Documentation if such export or re-export requires an export license or other governmental approval pursuant to Export Control Regulations without first obtaining such license or approval. Customer shall not use any 3DS Offering and Documentation in violation of Export Control Regulations, including but not limited to proliferation of any nuclear, chemical or biological weapons or missile delivery systems. Customer shall not divert any 3DS Offering or Documentation to any country, company or individual if prohibited by Export Control Regulations. For that purpose, 3DS shall be entitled at any time to obtain from the Customer that it (i) signs a binding end-use form customer confirming the Customer's compliance with Export Control Regulations (in particular as regards the compliant use and absence of diversion of 3DS Offerings), and (ii) provides evidence to authenticate the use of 3DS Offerings in compliance with Export Control Regulations.

12.4. Online Services. Customer recognizes that Customer's data may be transferred to, or stored in any country. In the event of export, Customer shall be deemed the exporter of Controlled Data and shall be responsible for compliance with all Export Control Regulations applicable to its data. Customer shall ensure that all users under the Agreement abstain from processing, storing or uploading any Controlled Data on its data sharing environment.

12.5. Applicability. The export, re-export, and in-country transfer of information under the Agreement, with respect to the provision of Support Services and all other activities, is subject to compliance with Export Control Regulations. Unless provided for in a separate agreement, the parties shall not disclose or exchange any Controlled Data.

12.6. Compliance. The obligations of 3DS and any 3DS Group Company under the Agreement shall be subject to and conditioned upon compliance with all applicable Export Control Regulations. 3DS and/or any 3DS Group Company may terminate or suspend at any time the Agreement, all licenses and access to Online Services, provision of 3DS Offerings or Support Services hereunder, or generally cease or suspend the performance of its obligations under the Agreement, if Customer violates the Export Control Regulations provisions of the Agreement or if performance of the Agreement would cause 3DS and/or any 3DS Group Company to infringe any Export Control Regulations or to be potentially exposed to any sanctions or penalties that could be imposed by any governmental authority as a result of continued performance. Such suspension or termination shall be effective upon written notice as of the date stipulated in that notice.

13. Software Compliance

13.1. Unauthorized Use Detection. 3DS Group companies employ measures to eliminate unauthorized use of 3DS software. 3DS software may include a security mechanism that can detect the installation or use of illicit copies of 3DS software and that is able to collect and transmit data about such illicit copies only. Data collected by such mechanism will not include any data created by Customer with the 3DS software. Customer consents to such detection and collection of data, as well as its transmission to and use by 3DS.

Further, 3DS also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to, and use of, any 3DS Offering. Customer shall not take steps to tamper with, circumvent, or disable any such measure.

13.2. Compliance Verification. In order to verify Customer's compliance with this Agreement, Customer shall maintain accurate records sufficient to confirm Customer's compliance with this Agreement and the license provisions hereunder. Customer shall provide 3DS with access to such records within three (3) business days from such request. 3DS may also conduct an audit (i) on Customer's premises, or on the premises where 3DS Offerings are installed, during normal business hours, in a manner that minimizes disruption to Customer's business, or (ii) for Online Services on Customer Data, to verify that its use of the 3DS products is compliant with the terms of a valid agreement. Customer shall provide 3DS with machine access, copies of system tools outputs, and allow execution of all appropriate tools generating audit records within two (2) business days from 3DS's request. 3DS may appoint a third party to conduct any such verification and such party shall have access to the records, premises and machines as detailed above. If the audit reveals unauthorized use of any 3DS Offering, Customer shall promptly pay 3DS any amount owed as a result of such unauthorized use at the then-current list price. If such unauthorized use is five percent (5%) or greater of Customer's authorized use for the applicable 3DS Offering, then in addition to Customer paying the applicable fees, Customer shall reimburse 3DS for the cost of such audit. By invoking the rights and procedures described above, 3DS does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

14. Miscellaneous

14.1. Notices. All notices required hereunder shall be in writing and delivered to the other party at its contact address as specified in the relevant Transaction Document. In the case of Customer providing a notice to 3DS, any notice shall include a copy to legal.notice@3ds.com. For Online Services, notices may also be delivered by 3DS by e-mail and deemed to have been given twenty-four (24) hours after the time such e-mail is sent to Customer. For 3DS Offerings ordered on the 3DS web store, notices shall be delivered pursuant to the process defined on such 3DS web store.

Notwithstanding the foregoing, where in Section 9.3 a written notice is required, that requirement can be met by exchange of letters, emails or other electronic means for which a process has been provided by 3DS.

14.2. Force Majeure. Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from (i) a force majeure event as defined by the law governing this Agreement and the courts in such jurisdiction, or (ii) the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.), or any electrical, utility, or telecommunication outage.

14.3. Third Party Hosting. Customer is authorized to install and use the Licensed Programs remotely on machines operated by a well-established third party service provider and to appoint such provider to host the Licensed Programs solely for and on behalf of Customer; provided, however, that (i) only duly authorized users shall have the right to use the Licensed Programs, (ii) Customer shall ensure that such service provider grants access to the Licensed Programs solely for the purpose of providing the services mentioned above to Customer in compliance with the terms of this Agreement, and (iii) such service provider is not part of a group of companies that provides products or services competing with 3DS Offerings. If Customer becomes aware of any unauthorized access, use, or disclosure of the Licensed Programs, Customer shall immediately terminate the service provider's access to the Licensed Programs and promptly notify 3DS or the relevant 3DS Group Company.

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

14.5. Transfer; Assignment; Subcontract. Any subcontract, assignment, delegation, or other transfer of this Agreement or any right, duty, benefit, or obligation of Customer hereunder (including without limitation by operation of law or by sale of Customer assets, whether directly or by merger, and a change in control of Customer shall be deemed to be an "assignment" for purposes of the foregoing) is subject to 3DS's prior written approval. Any attempt to do so without 3DS consent is void. Any approved transfer of licenses may be subject to an adjustment fee. This Agreement shall be binding upon, and inure to the benefit of 3DS and its successors and assigns. 3DS may assign, delegate, subcontract, or otherwise transfer any of its rights or obligations hereunder, in whole or in part, without Customer's consent.

14.6. Entire Agreement. This Agreement comprises the complete agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, and communications, whether oral or written. Customer confirms that it (i) has full knowledge of all terms herein and those incorporated herein by reference, (ii) agrees to be bound by and to comply with such terms, and (iii) in entering into this Agreement, has not relied upon the future availability or functionality or product updates with respect to any 3DS Offering. Any term or condition contained and/or referenced in Customer's purchase order shall not in any way supersede, supplement, or otherwise modify the terms of this Agreement. No waiver or modification of any provision of this Agreement shall be binding unless made in writing and 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.

14.7. Order of Precedence. If there is a discrepancy, inconsistency, or contradiction between any OST and these terms, the provisions of the corresponding OST shall prevail, but solely with respect to those 3DS Offerings described in such OST.

14.8. References. Customer authorizes 3DS to use its name and logo on 3DS's marketing and communication materials, including its website and/or social media accounts, for the purposes of identifying Customer as a client of 3DS.

14.9. 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.

14.10. Survival. The following sections of this Agreement shall survive termination or expiration: Sections 1 ("Definitions"), 2.2 ("Scope"), 4 ("Delivery and Payment"), 5 ("Intellectual Property"), 6.3 ("Disclaimers"), 7 ("Limitation of Liability"), 8 ("Distributors"), 9.4 ("Effect of Expiration or Termination"), 10 ("Customer Data; Data Privacy"), 11 ("Additional Terms for Education Use and Non-profit Research Use"), 12 ("Export"), 13 ("Software Compliance"), and 14 ("Miscellaneous") and any term identified as surviving termination in the Country Specific Terms.

14.11. Governing Law and Jurisdiction. The governing law and jurisdiction are set forth in the Country Specific Terms.

COUNTRY SPECIFIC TERMS

TERMS SPECIFIC TO BANGLADESH, INDIA, NEPAL & SRI LANKA

- **Payment Terms** – *In addition to the provisions of Section 4.2.1 of the General Terms, the following shall apply:*

Unless otherwise agreed to in writing by 3DS, Customer shall pay all invoices by wire transfer within thirty (30) days from the date of invoice.

- **Late Payments** – *In addition to the provisions of Section 4.2.2 of the General Terms, the following shall apply:*

Customer shall pay interest for late payment at a rate of the lesser of one and one-half percent (1.5%) per month or the highest lawful rate, on all sums unpaid at the due date, plus reasonable attorneys' fees and costs incurred by 3DS and/or Distributor, as applicable, in collecting unpaid amounts.

- **Taxes** – *In addition to the provisions of Section 4.2.3 of the General Terms, the following shall apply:*

All prices are exclusive of taxes. Customer shall be responsible for payment of any and all taxes, including fees, duties, excises, import VAT, or similar charges of any nature whatsoever, now in force or enacted in the future, that are levied, assessed, charged, withheld, or collected for or in connection with the transfer or usage, to the extent authorized hereunder, of the 3DS Offerings provided hereunder or otherwise arising in connection with this Agreement, but excluding domestic taxes based on 3DS's net income.

If Customer is required to withhold, deduct, or pay for any tax from the amount of fees to be paid under this Agreement, then Customer shall pay such additional amount to 3DS as is necessary to ensure that 3DS receives a sum equal to what would have been received had no such withholding, deduction or payment been required.

- **Interoperability** – *In addition to the provisions of Section 5.1 of the General Terms, the following shall apply:*

Except to the extent permitted by applicable law, Customer shall not modify, adapt, reverse engineer, decompile, disassemble, or otherwise translate all or part of the 3DS Offerings. In the event Customer wishes to ensure the interoperability, within the limits of its authorized use as defined in Section 2 of these General Terms, of the 3DS Offerings with other computer software or with equipment under conditions provided for by law (including without limitation laws implementing the directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs), Customer must ask 3DS for a license to use standard interfaces, exclusively for internal use to achieve interoperability. 3DS will grant Customer a license to use the standard interfaces at the then current prices and contractual conditions of 3DS or, if standard interfaces are not available, 3DS, for a fee, may provide Customer with the necessary information to permit interoperability. Customer is not authorized to give access to these interfaces to any person other than its authorized users (as defined in the OST).

- **Limitation of Liability** – *The provisions of Section 7 shall be amended as follows:*

To the extent such limitation is permitted under application law, any legal action against 3DS must be filed with the appropriate judicial jurisdiction within two (2) years after the applicable cause of action has arisen.

- **Governing Law and Jurisdiction** – *In addition to the provisions of Section 14.11 of the General Terms, the following shall apply:*

The Agreement shall be governed by and construed in accordance with the laws of India.

(a) All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled by arbitration. The arbitration shall be held in the Delhi International Arbitration Centre, conducted in English, under the Delhi International Arbitration Centre (Arbitration Proceedings) Rules, which Rules are deemed to be incorporated by reference into this clause. Parties shall jointly appoint a sole arbitrator in accordance with said Rules. If the Parties are unable to decide on a sole arbitrator, then each party shall appoint one arbitrator, and the two arbitrators so appointed shall, in conjunction, appoint a third arbitrator, who shall preside over the arbitration. The seat of arbitration shall be India. The arbitrators shall give a reasoned decision or award, including as to the costs of the arbitration, and the decision resulting from the arbitration and the arbitration award shall be final and binding on the parties. The prevailing party shall be entitled to fees and costs.

(b) Customer acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, 3DS's right to seek injunctive relief, equitable remedies, or commence preparatory proceedings arising out of, or in connection with, the validity, interpretation and/or performance of this Agreement, or to resolve any dispute involving the ownership of any intellectual property rights, before any competent court in any jurisdiction.

Subject to terms of (a) and (b) above, the courts of New Delhi will have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.