DASSAULT SYSTEMES SOLIDWORKS
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 group legal entity ("DS"), as both are identified in the Transaction Document. The DS group legal entity executing this Agreement with Customer is determined by the location of Customer's principal place of business or, if Customer is an individual, Customer's principal residence. The following sets forth the identity of this entity and the governing law and the jurisdiction for any disputes arising out of or related to this Agreement:

Customer's Principal Residence or Place of Business: People's Republic of China (for purposes of this Agreement, excluding Hong Kong, Taiwan and Macau)
DS Contracting Entity/Licensor: Dassault Systèmes SE, a French "société européenne"
Governing Law; Jurisdiction: See Country Specific Terms for the People's Republic of China *(for purposes of this Agreement, excluding Hong Kong, Taiwan and Macau)*

Customer's Principal Residence or Place of Business: All Other Locations
DS Contracting Entity/Licensor: Dassault Systèmes SolidWorks Corporation, a Delaware corporation
Governing Law; Jurisdiction: Commonwealth of Massachusetts (USA); see Section 15.13

This Agreement is accepted by Customer's execution or other acceptance of the Transaction Document (including acceptance by clicking). The parties agree as follows:

GENERAL TERMS

1. Definitions

Agreement means these General Terms, the applicable OST(s), the Country Specific Terms, the Transaction Document and the terms contained in the web links referenced herein and hereby incorporated by reference.
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.
Country Specific Terms means specific terms applicable to a geographical territory attached hereto.
Distributor means a third party authorized by DS to distribute DS Offering and Support Services.
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 Offerings.
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 4.1.
Licensed Program means (i) 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 and/or content, including databases, 2D and 3D models, in machine readable form, (ii) associated Documentation, (iii) corrective patches and (iv) Releases to which 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 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.
OST means the Offering Specific Terms which are specific terms relating to a given Release of a Licensed Program or Online Services and published at www.3ds.com/terms/ost.
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, each Licensed Program and Online Services specific use being governed by its applicable OST.
Personal Data means any kind of information relating to an individual as defined by the Applicable Data Protection Legislation.
Release means a periodic update of the same version of a DS Offering if and when made generally available to the market.
Support Services means the maintenance, enhancement and other support services referred to herein and described at www.3ds.com/terms/support-policies.
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 and/or Support Services ordered by Customer, the quantities thereof, fees payable (unless ordered through a Distributor), duration, geographical scope, the DS Group Company serving as the licensor or service provider and Customer identification.

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 non-exclusive and non-transferable (except as expressly permitted herein) right, for the duration identified in the Transaction Document and solely for its internal business use, to:

- Make and install the necessary number of copies of the applicable Licensed Program for which on-premise installation is required;
- Use the DS Offerings according to the terms and conditions of this Agreement and their applicable Documentation;
- Allow its authorized users (as defined in the OST) to access and use the DS Offering;
- Make one copy for back-up purposes of each Licensed Program for which on-premise installation is required.

2.2 Scope. Customer agrees to operate each DS Offering in accordance with the terms and provisions of this Agreement and the Documentation for such DS Offering and to ensure that its authorized users comply with such terms and provisions. License keys, license tokens or delivery of media do not by themselves grant the legal right to use any DS Offering. 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 DS Offering to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products, add-ons, or as components, (b) rent, lease, sublicense, perform or offer any type of services to third parties relating to any DS Offering including but not limited to, consulting, training, assistance, outsourcing, service bureau, customization or development, (c) correct errors, defects and other operating

anomalies of any DS Offering, (d) reverse engineer, decompile, disassemble, adapt or otherwise translate all or part of any DS Offering, (e) provide, disclose or transmit any results of tests or benchmarks related to any DS Offering to any third party, or (f) use any software that may be delivered with any DS Offering other than the DS Offerings ordered hereunder.

3. Support Services

Support Services for DS Offerings are detailed on the DS website and include support request management and, for Licensed Programs, Releases made available during the Support Services term. Support Services ordered by Customer will be provided by DS or a DS authorized service provider as specified in the DS Support Services policies. Support Services policies are subject to change; however, any changes will not become effective until the commencement of the immediately following Support Services term. Customer should consult DS's Support Services policies on the DS website prior to renewal. To the extent applicable, unless Customer requests otherwise, or terminates Support Services, Support Services shall automatically renew on an annual basis and based on the then current Support Services policies.

4. Delivery and Payment

4.1 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. Licensed Programs delivered by DS will be delivered FCA (Incoterms 2010) DS's premises as designated by DS.

4.2 Payment

4.2.1 Payment Terms. In consideration of the rights, licenses and services provided hereunder, Customer shall pay the charges applicable to each DS Offering and Support Services at the price identified in the applicable Transaction Document (or quote, if ordered through a Distributor). Unless otherwise agreed to in writing, (i) all charges will be invoiced upfront, and (ii) Customer shall pay all invoices in accordance with the Country Specific Terms. DS shall be entitled to suspend the provision of Support Services or Online Services for which related payment has not been made.

DS may set a common renewal date with respect to any DS Offerings or Support Services with different renewal dates and will prorate the charges due for any period not covered as a result thereof.

Except for Online Services and Packaged Offerings, the price for renewal of a DS Offering or Support Services for any given period is the price of the previous period plus the last percentage of increase applicable to the DS Offering in the applicable country, as published at least ninety (90) days prior to the renewal date. If applicable, current price increase percentages and terms and conditions can be found in the applicable OST.

The renewal price for Online Services and Packaged Offerings ordered by Customer shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period.

Payment for some DS Offerings may be made online. In such a case, Customer will be notified by email of upcoming renewal for those DS Offerings that are subject to automatic renewal. Renewal charges 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 and cannot be cancelled or withdrawn. Should such debit be rejected, DS shall be entitled to terminate the applicable DS Offering as of the renewal date.

4.2.2 Late Payments. Customer shall pay interest on late payments at the rate identified in the Country Specific Terms, plus reasonable attorneys' fees and costs incurred in collecting unpaid amounts as may be further identified in the Country Specific Terms.

4.2.3 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, to the extent authorized hereunder, of the DS Offering.

5. Intellectual Property

5.1 Ownership. 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 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.

5.2 Intellectual Property Indemnification. DS will defend Customer against any claims made by a third party that a DS 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, and will 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 DS arising out of such claim, provided (i) Customer provides DS with prompt written notice of the claim, and (ii) Customer gives DS 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.

If such a claim is made, or in DS's reasonable opinion is likely to be made, DS may at DS's expense, either secure the right for Customer to continue using the applicable DS Offering, modify it so that it is not infringing, or replace it with another program which is functionally equivalent. If none of the foregoing options is available on terms which are reasonable in DS's judgment, DS may terminate the DS Offerings. For other than term based DS Offerings, DS 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 DS Offerings, depreciated on a straight-line over three (3) years upon (i) return or destruction of all copies of the affected Licensed Program as certified by an officer of Customer or (ii) end of access of the affected Online Service. For term based DS Offerings, DS shall refund all prepaid but unused fees paid hereunder for the affected DS Offering.

DS shall have no obligation to defend or indemnify Customer against any claim related to (i) any modification of a DS Offering by anybody other than DS, (ii) Customer or third party content including databases, 2D and 3D models provided or published via the DS Offerings (iii) the use of one or more DS Offerings in combination with other hardware, data or programs not specified by DS, or (iv) the use of corrective patches or Releases other than the most recent one.

This Section 5.2 states DS's entire liability and Customer's exclusive remedy for any claim of infringement of intellectual property rights.

6. Warranty

6.1 Warranty. DS 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 conform, and Customer has so notified DS within this warranty period, DS will attempt to make it conform as warranted. If DS 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 the non-conforming Licensed Program. This refund represents DS's sole liability and Customer's sole remedy for breach of warranty.

6.2 Disclaimers. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS FOR DS OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT.

DS disclaims all liability for any use or application of any DS Offering or the results or decisions made or obtained by users of the DS Offering. DS does not warrant that (i) the functions of any DS Offering will meet Customer's requirements or will enable it to attain the objectives Customer has set for itself, (ii) the DS Offering will operate in the combination or environment selected for use by Customer, or (iii) the operation of the DS Offering will be uninterrupted or free of errors. In all instances, Customer shall be solely responsible for ensuring that the results produced by DS Offering comply with quality and safety requirements of Customer's products or services. No employee or agent of DS is authorized to give a greater or different warranty. Customer shall have exclusive responsibility for (a) selection of the DS Offering to achieve Customer's intended results, (b) installation of the Licensed Program, (c) taking adequate measures to properly test, operate and use each DS Offering, and (d) results obtained therefrom.

DS exercises no control over, and assumes no responsibility or liability for any Customer content or third party content, including databases, 2D and 3D models, provided or published via the DS Offerings.

The disclaimers above apply to the maximum extent permitted by applicable law.

7. Limitation of Liability

EXCEPT FOR DS'S LIABILITY UNDER SECTION 5.2 HEREOF, DS'S MAXIMUM LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER FOR THE LICENSED PROGRAM OR THE ONLINE SERVICES WHICH CAUSED THE DAMAGES IN THE PRECEDING TWELVE (12) MONTH-PERIOD PRIOR TO THE OCCURRENCE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM.

DS SHALL HAVE NO LIABILITY FOR 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.

THE LIMITATIONS STATED IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

Customer waives any and all claims related to this Agreement or any DS Offerings or Documentation or services provided hereunder, for any direct, indirect, incidental or consequential damages, on any basis, against any DS licensors or any DS Group Company other than DS.

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

8. Distributors

For any DS Offering which Customer obtains through a Distributor, Customer agrees that Distributor is responsible for pricing, payment collection and delivery of any orders it accepts. DS 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 expiration, as follows: (i) for Licensed Programs, until the expiration of all licenses granted under this Agreement, or (ii) for Online Services, the expiration of the contract term for which Online Services are ordered under this Agreement.

9.2 Termination for Cause.

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

9.2.2 Customer may terminate Online Services or a Packaged Offering containing Online Services if DS fails to provide the Online Services in accordance with the Service Level Agreement and such failure has not been remedied within thirty (30) days of receipt of written notice.

9.3 Termination for Convenience

9.3.1 Licensed Program. Customer may terminate the license to any Licensed Program by providing DS with at least thirty (30) days prior written notice. Such notice may be provided at any time for perpetual licenses and thirty (30) days prior to the applicable renewal date for term based licenses. Absent such notification and unless otherwise stated in the applicable OST, the term based license shall automatically renew.

9.3.2 Support Services for Licensed Programs. Customer may terminate Support Services for a Licensed Program, either directly or through a Distributor, subject to the following conditions: (i) Customer provides DS with at least thirty (30) days prior notice, and (ii) such termination shall apply to Support Services covering all licenses of said Licensed Program held by Customer under any agreement then in force between Customer and any DS Group Company.

9.3.3 Online Services. Customer or DS may terminate any Online Services by providing notice to the other party thirty (30) days prior to the renewal date of the right to use of the Online Services. 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. DS may change or modify the Online Services at any time. DS will not materially diminish the Online Services during the term of DS Offering obtained pursuant to the Transaction Document. Nothing in this Section 9.3.3 shall require DS to continue to provide any portion of the Online Services if this would result in DS violating the rights of any third party or any applicable law.

9.3.4 Use Right and Support Services for Online Services. Customer may terminate the use rights and Support Services for Online Services subject to the following conditions: (i) Customer provides DS with at least thirty (30) days prior notice, and (ii) such termination shall apply to the use rights and Support Services for the list of Online Services identified in such notification.

9.3.5 Packaged Offering. Customer may terminate any Packaged Offering by providing notice to the other party thirty (30) days prior to the renewal date of the Packaged Offering. Absent such notification and unless otherwise stated in any applicable OST, the Packaged Offering shall automatically renew.

9.4 Effect of Termination.

9.4.1 Upon expiration or termination of this Agreement, or of any DS Offering provided hereunder, Customer shall immediately destroy or return all copies of the terminated or expired Licensed Program and associated Documentation in their entirety and shall no longer have access to the Online Services and to Support Services. Expiration or termination of this Agreement, or of any DS Offering or Support Services, shall not relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement. Customer shall not be entitled to any refund or credit for early cancellation or termination of any DS Offering or Support Services for convenience. If Customer terminates Online Services under Section 9.2.2 DS will reimburse Customer for any prepaid but unused recurring fees as of the termination date. This refund represents DS's sole liability and Customer's sole remedy for DS's failure to provide Online Services.

9.4.2 Support Services for Licensed Programs. Upon expiration or termination, Customer (i) will have no further obligation to pay the Support Services fees for the corresponding Licensed Program and (ii) shall duly certify in writing to DS that all copies of all Releases of the Licensed Program other than those of the latest Release installed by Customer have been duly destroyed or returned to DS in their entirety. DS shall have no further obligation to provide any services or deliver any Release in support of any such licenses, except for providing license keys, if necessary. Customer may

reinstate Support Services, provided such reinstatement is activated for all licenses of a given Licensed Program held by Customer under any license agreement then in force between Customer and any DS Group Company, and Customer pays all fees that would have been due in respect of Support Services from the date of termination of Support Services to the date of reinstatement of such Support Services, plus a reinstatement fee as set forth at www.3ds.com/terms/support-policies.

9.4.3 Use rights and Support Services for Online Services. Upon expiration or termination, Customer will have no further obligation to pay the applicable fees for the corresponding use rights and Support Services. DS shall have no further obligation to provide any services related to such Online Service, except as detailed under the applicable OST. If permitted under the OST, Customer may reinstate use right and Support Services for Online Services, subject to the payment of all fees that would have been due in respect of the use right and the Support Services from the date of their termination to the date of their reinstatement.

10. Additional Terms for Online Services

10.1 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.

Service Level Agreement means the service level terms for the Online Services published at www.3ds.com/terms/sla.

10.2 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.

10.3 Customer Data Storage. As part of the Online Services and if available in the applicable OST, DS 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 remedy this situation within fifteen (15) days of notice from DS by ordering the necessary additional storage capacity or by reducing the size of the stored Customer Data.

10.4 DS Obligations. DS will provide Online Services in accordance with the then applicable Service Level Agreement. Customer Data shall be considered as confidential (i) during the period when the Online Services are provided, and (ii) for a period of one (1) year following termination or expiration thereof for Customer Data that have not been destroyed by Customer upon such termination of expiration. DS will make commercially reasonable efforts to implement security processes for the Online Services and Customer Data (i) consistent with industry standards for similar services and (ii) using no less than the same degree of care that it uses with respect to its own confidential information of a similar nature to avoid disclosure, publication or dissemination of such Customer Data. DS is authorized to disclose Customer Data to third parties who have entered into an appropriate confidential disclosure agreement with DS to the extent necessary to provide, maintain and improve the Online Services.

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

11. Additional Terms for Academic Use and Fundamental Research Use

11.1 Additional Definitions:

Academic Use means any use of the DS Offerings by authorized users solely for purposes that are strictly related to (i) education, institutional, instruction and/or (ii) experimental, theoretical and/or digital research work, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory. Academic Use can only be granted to a Customer that is an institution of education and/or research and that grants academic degrees (diploma or certificate) at any primary, secondary or higher education level.

Fundamental Research Use means any use of the DS Offerings by the authorized users solely for experimental, theoretical and/or digital research work, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory. Fundamental Research Use (i) must always result in a generally available publication and (ii) can only be granted to a Customer that is a non-profit institution dedicated to research, either publicly owned or operated, or that depends on more than fifty percent (50%) on public funding.

11.2 License and Use Rights. Notwithstanding anything to the contrary in Section 2, DS Offerings for Academic Use or Fundamental Research Use shall not be used, directly or indirectly, for any commercial purpose of Customer or any third party.

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

12. Export

Export to Customer of DS Offering and Documentation is subject to all applicable countries' export and re-export laws and regulations, including but not limited to the United States Export Administration Regulations (EAR) and the United Kingdom Export 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.

13. Software Compliance

13.1 Security Mechanisms. DS Group Companies undertake legal measures to eliminate unauthorized use of their DS Offerings. In this context, Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of a DS Offering, and that is able to collect and transmit data about illegal copies only. Data collected will not include any data created by Customer with the Licensed Program. By using the Licensed Program, Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. DS 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 DS Offering. Customer may not take any steps to tamper with, circumvent or disable any such measures. Use of any Licensed Program without any hardware lock device, license administration software and/or license authorization key provided by DS is prohibited.

13.2 Audit. During the term of this Agreement and for a period of three (3) years thereafter, Customer shall maintain accurate information records relating to the use of each DS Offering including, without limitation, the list and location of resources accessing and using such DS Offering. When applicable, such information shall include destruction of the Licensed Program and the measures put in place by Customer to protect the access to and the use of each DS Offering. DS shall have the right at any time, at its own expense and under reasonable conditions of time and place, to review and collect copies of audit records and/or the Customer's use of each DS Offering. Customer also hereby authorizes DS to verify that its use of the DS products is compliant with the terms of a valid agreement. For such purpose, DS may conduct an audit on Customer's premises (or on premises where DS Offerings are installed for Customer's use) during normal business hours, in a manner that minimizes disruption to its business. Customer shall provide DS, or any third party DS engages to conduct such verification, with machine access, copies of system tools outputs, and allow execution of all appropriate tools generating audit records. If the audit reveals unauthorized use of any DS Offering, Customer shall promptly pay to DS any amounts owed as a result of such unauthorized use at the then current list price. If such unauthorized use is five percent or greater of Customer's authorized use for the applicable DS Offering, then in addition to Customer paying the applicable charges, Customer shall reimburse DS for the cost of such audit. By invoking the rights and procedures described above, DS does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

14. 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.

15. Miscellaneous

15.1 Purchase Orders. Customer's purchasing terms and conditions shall not in any way supersede, supplement or otherwise modify the terms of this Agreement.

15.2 Notices. Unless otherwise provided herein, all notices required hereunder shall be in writing, in English, or in the language specified in the Country Specific Terms, and shall be deemed to have been given on: (i) the date delivered in person or by express courier service, (ii) three (3) days after sending the notice if sent by certified or registered mail, or (iii) the date sent by confirmed facsimile, addressed to the parties at their address in the Transaction Documents, or at such other address as either party may designate to the other by notice served as hereby required, or contained in the relevant order form. For Online Services, notices may also be delivered by DS by email and deemed to have been given twenty-four (24) hours after the time such email is sent to Customer. For DS Offerings ordered on the DS web store, notices shall be delivered pursuant to the process defined on such DS web store.

15.3 Force Majeure. Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from (i) a case of force majeure 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 outages.

15.4 Third-Party Hosting. Customer is authorized to install and use the Licensed Programs remotely on computers operated by a well-established, reputable third party service provider, and to appoint such service provider to operate the hardware and manage 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 enter into a written agreement with such service provider under which the service provider agrees that its access to the Licensed Programs is solely for the purpose of providing the services mentioned above to Customer and is otherwise subject to all of the restrictions and limitations contained in this Agreement; and (iii) such service provider is not part of a group of companies which provides products or services competing with DS Offerings. Customer acknowledges and agrees that the service provider shall be deemed an agent of Customer. If Customer becomes aware of any actual or suspected unauthorized access, use or disclosure of the Licensed Programs, Customer shall immediately terminate the service provider's access to the Licensed Programs. Customer shall defend and indemnify DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees), which arises out of or in any way relates to any such service provider's access to or use of the Licensed Programs.

15.5 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.

15.6 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. Any approved transfer of licenses may be subject to an adjustment charge. This Agreement shall be binding upon, and inure to the benefit of, DS and its successors and assigns.

15.7 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.

15.8 Entire Agreement; Order of Precedence. 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, purchase orders and communications, whether oral or written. If there is a discrepancy, inconsistency or contradiction between any OST and these General Terms, the provisions of the corresponding OST shall prevail, but solely with respect to those DS Offering described in such OST. Any future OST will not, on an overall basis, with respect to any DS Offerings obtained by Customer under this Agreement, result in a material increase in the Customer's liabilities and obligations under these General Terms, or a material decrease in DS's liabilities or obligations under these General Terms. 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 of functionality or product updates with respect to any DS Offering. The terms of this Agreement shall have no force or effect with respect to any claim based on the use of any

intellectual property rights of DS outside the scope of the rights expressly granted and/or provided herein.

15.9 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.

15.10 Headers. Headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

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

15.12 Survival. Sections 1, 2.2, 4.2, 5, 6.2, 7, 8, 9.4, 10.1, 10.2, 10.4, 11, 12, 13, 14 and 15 hereof and the Country Specific Terms for the People's Republic of China (if applicable) shall survive termination or expiration of this Agreement.

15.13 Governing law and jurisdiction. With respect to each Customer having a principal residence or principal place of business in any location *other than* the People's Republic of China (for purposes of this Agreement, excluding Hong Kong, Taiwan and Macau), this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles and excluding application of the United Nations Convention for the International Sale of Goods. The parties irrevocably waive all rights to trial by jury for any such litigation between them. All actions and proceedings arising out of or relating to this Agreement shall be exclusively heard and determined by the courts of the Commonwealth of Massachusetts. Notwithstanding the foregoing, DS may, in its sole discretion, bring any claim or dispute (including but not limited to seeking injunctive relief and/or equitable remedies) arising out of, or in connection with the validity, interpretation and/or performance of this Agreement before any courts and or administrative authorities having jurisdiction over the subject matter of any such claim or dispute.

COUNTRY SPECIFIC TERMS

TERMS SPECIFIC TO People's Republic of China (for purposes of this Agreement, excluding Taiwan, Hong Kong and Macau) ("China")

In addition to the provisions above, and notwithstanding any contrary provision thereof, the following terms and apply to DS Offerings licensed and/or used by Customers whose principal place of business or principal residence is China:

16. **Governing Law and Jurisdiction**.
This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regards to any conflict of laws principles and excluding application of the United Nations Convention on Contracts for the International Sale of Goods.

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 under the Rules of Arbitration of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause, by one arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Hong Kong and shall be conducted in English. The seat of arbitration shall be Hong Kong. The decision resulting from the arbitration and the arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly. The prevailing party shall be entitled to fees and costs.

Customer acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, DS's right to seek injunctive relief, 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.

17. **Additional Terms for Online Services in China**.

a. In using the Online Services, Customer warrants that it has obtained all relevant approvals, licenses and permissions in accordance with all applicable laws and regulations. Customer further warrants that it will strictly comply with all applicable laws and regulations in using the Online Services. In particular, Customer warrants that:

(i) neither Customer nor any of Customer's authorized users will publish anything in the use of the Online Services that may:

1) be against basic principles set forth in the Constitution of China;
2) jeopardize China's national security, disclose national secrets, subvert state power, or undermine national reunification;
3) impair China national honor and interests;
4) incite ethnic hatred and discrimination, and undermine ethnic unity;
5) undermine China's national religious policies, or preach cult and feudalistic superstition;
6) spread rumors, disturb the social order and undermine social stability;
7) spread obscenity, pornography, gambling, violence, murder, terrorism or subornation;
8) insult or slander others, or infringe other people's legitimate rights and interests; or
9) contain other contents prohibited by any applicable laws and regulations (including, without limitation, to the laws and regulations of China).

(ii) neither Customer nor any Customer's authorized users will use the applicable Online Services to:

1) access the computer information networks or use computer information network resources without proper permission;
2) delete, modify or add computer information network functions without permission;
3) delete, modify, or add data and applications stored in or transmitted through a computer information network without permission;
4) deliberately create and disseminate destructive programs including computer viruses; or
5) conduct other activities that may jeopardize the security of computer information networks.

b. Customer further represents and warrants that all Customer Data and other contents created, posted, stored and processed by Customer or Customer's authorized users in using the applicable Online Services are for Customer's technical use only, and Customer will use the applicable Online Services in full compliance with this Agreement and the applicable laws and regulations for lawful purposes.

c. Customer and Customer's authorized users are obligated to comply with all applicable laws and regulations regarding real-name authentication. Customer can subscribe to and use the applicable Online Services only after the identities and qualifications of Customer and Customer's authorized users have been verified. Customer and Customer's authorized users have full legal capacity for civil rights and civil liabilities. Customer and Customer's authorized users shall be liable for any information that Customer provides according to any relevant laws, regulations, and the terms of this Agreement. DS reserves the right to verify the authenticity of Customer's and Customer's authorized users' respective identities under applicable laws and regulations, and Customer agrees to provide DS with any necessary cooperation.

d. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that, in any of the following events, DS has the right to take actions, including, but not limited to, deleting or shielding related Customer Data or content, disconnecting links, suspending Online Services and accounts, terminating Online Services, accounts, and this Agreement, and that Customer will be liable for any associated consequences and shall indemnify DS against any claims, and hold DS harmless against any losses (including but not limited to administrative penalties), related to:

(i) violation by Customer or any of Customer's authorized users of any provisions of this Agreement (including, without limitation, to any other terms that are specific terms relating to identified Licensed Program(s) or Online Services and published at http://www.3ds.com/terms/ost;

(ii) violation by Customer or any of Customer's authorized users of any service rules or policies listed on the relevant websites; or

(iii) violation of any applicable laws and regulations by Customer or any of Customer's authorized users.