

## DASSAULT SYSTEMES USER AGREEMENT – ACCESS TO DS PLATFORM

This User Agreement (“Agreement”) by and between the user (“User” or “You”) and DASSAULT SYSTEMES SE, a French “société européenne” registered with the Versailles Commercial Register under the number 322 306 440, having its registered offices at 10, rue Marcel Dassault – 78140 Vélizy Villacoublay (“DS”), is entered into as of the date on which User has accessed the DS Platform (“Effective Date”).

You have been selected by for participation in a challenge organized or sponsored by DS (“Event”). By accessing and using the DS Platform and/or by clicking on the “I accept” button or checking a specific box, You represent to DS that You are at least eighteen (18) years old and capable of entering into a legally binding agreement or, if You are less than eighteen (18) years old, that You provided DS with an adequate parental authorization to do so. If you are acting on behalf of a business entity, You represent and warrant that (i) You are an authorized representative of the business entity and (ii) You agree to be bound by the terms of this Agreement. In addition, and if applicable, by accessing and using the DS Platform, You agree to be bound by the applicable rules of the Event.

### GENERAL TERMS

#### 1. Definitions

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

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

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

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

**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 Platform** means the platform hosted by DS, including information, documents and/or materials, and available to User pursuant to the conditions defined in the Agreement.

**DS Offering** means the software product or online services that User is authorized to access and use through the DS Platform under the conditions defined in the Agreement.

**User Data** means the data provided by User to DS through User’s use of the DS Platform, including User’s Personal Data.

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

**Processing** refers to any operation or set of operations (including, without limitation, collection, organization, adaptation, deletion, storage, use, recording, interconnection, consultation, disclosure and transfer) that is performed upon User’s Personal Data.

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

#### 2. License and Use Rights

**2.1 Grant.** DS grants to User, from the Effective Date and for the duration specified by DS, a free-of-charge, non-exclusive and non-transferable right to access and use the DS Platform solely for the purposes of the Event. The use of the DS Platform specifically excludes any production or commercial purposes. User undertakes that it shall not allow others users to access and use the DS Platform.

**2.2 Scope.** User agrees to operate the DS Platform in accordance with (i) the terms and provisions of this Agreement and the Documentation for such DS Platform, (ii) any requirement provided by DS through the DS Platform or by any other means, and (iii) any specific terms for third party software published at [www.3ds.com/terms/third-party-terms](http://www.3ds.com/terms/third-party-terms) that apply to such DS Platform.

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

User will not engage in any actions that shall compromise the security and integrity of the DS Platform. For example only and without limiting the foregoing, the following technical actions by the User are prohibited: modification of DS Platform’s original security specifications, e.g., firewall; connection of the DS Platform to other environments, or modification of DS Platform’s original connection specifications, e.g., port opening; installation of additional third party products on the DS Platform; and/or modification of database tables.

#### 3. Delivery

DS Platform will be made available to User electronically. Electronic delivery will be made by providing User with necessary information to access the DS Platform.

#### 4. Access to DS Platform

Any access to the DS Platform is subject to the following conditions. User:

- (i) Meets all the requirements, in particular technical requirements, specified by DS on the DS Platform or by any other means,
- (ii) Has not previously been suspended or removed from the DS Platform; and
- (iii) Agrees that it is responsible for compliance with the terms of this Agreement and that any breach shall be deemed a breach by User.

#### 5. Login/Password

If applicable, User is responsible for keeping its login/ password confidential and shall not transfer, disclose or sell it to any third party. User shall notify DS immediately of any unauthorized use of a login/password.

#### 6. Intellectual Property

DS and/or its suppliers retain ownership in all intellectual property rights in the DS Platform and all modifications, enhancements or other derivative works thereof. The DS Platform is licensed, not sold. User shall preserve and reproduce all copyright, patent and trademark notices which appear in the DS Platform. User recognizes that the methodologies and techniques contained in or expressed within the DS Platform are proprietary information or trade secrets of DS or its suppliers, whether or not marked

as "confidential". User shall treat them as confidential information and not disclose them.

## 7. Warranty, Limitation of Liability, Risk of Use and Indemnity

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

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

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

## 8. Term and Termination

**8.1 Term and Termination.** This Agreement shall come into force on the Effective Date and shall remain in full force and effect for the duration of the Event, or otherwise specified by DS through the DS Platform, unless terminated earlier by either party hereto, with or without grounds, upon written notice to the other party.

**8.2 Effect of Termination** Upon expiration or termination of this Agreement, User shall no longer (i) have access to the DS Platform and/or (ii) use the DS Offerings in connection or through the DS Platform.

## 9. User Data and Third Party Content

**9.1 User Data.** All User Data will remain the sole property of User that posted such User Data. User shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of and for obtaining any permission, in particular, copyright permissions, for all User Data.

Subject to the terms and conditions of this Agreement, User grants to DS a non-exclusive license to use, copy, store and transmit User Data to the extent reasonably necessary to provide and maintain the DS Platform. Partner acknowledges and agrees that DS Group Company employees and DS subcontractors may have access to User Data in connection with the performance of this Agreement. User acknowledges and agrees that the Partner Data posted and/or stored on the DS Platform are accessible by other users of the DS Platform. User Data shall not be considered as confidential information. By posting or providing User Data by any means on or through the DS Platform, User grants DS a worldwide, royalty-free, sub-licensable, transferable and non-exclusive license to use, copy, distribute, reproduce, modify, translate, adapt to DS standards and publicly display the User Data, for the duration of the legal protection of the intellectual property rights. This license includes the right for DS to use User Data for communication and/or marketing purposes, including but not limited to the production and distribution of marketing materials, and solicit and obtain feedbacks from User regarding its use and evaluation of the DS Platform and/or DS Offerings.

User shall defend the DS Group Companies against all third party claims arising from or relating to (i) User's use of the DS Platform 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 User 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 User arising out of such claim, provided (i) DS provides User with prompt written notice of the claim, and (ii) DS gives User 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.

**9.2 Third Party Content.** DS exercises no control over, and assumes no responsibility or liability for any User content or third party content provided or published via the DS Platform.

## 10. Use of the Platform

User agrees that it:

- (i) Will not use the DS Platform in any way to damage the reputation of DS;
- (ii) Will not modify and will not attempt to modify, destroy, damage, or copy all or part of the DS Platform. User will not constitute nor integrate any database or virtual machine on all or part of the DS Platform;
- (iii) Will not use the DS Platform to promote, license, market or distribute software products or services having identical or similar functions to DS Offerings; and
- (iv) Will not access or use the DS Platform for any purpose in violation of any antitrust laws or regulations including, without limitation, for the purpose of entering into any agreement or concerted practice for the purpose of fixing prices, refusing to deliver to or boycotting customers, portioning or dividing market share or customers, restricting customers' access to products or services, or excluding a competing firm from the market. User agrees to promptly inform DS of any activities in connection with the use of the DS Platform which may be in violation of this Section or any applicable law or regulation.

User acknowledges and agrees that DS can interrupt access to part or the entire DS Platform in order to perform preventive or corrective maintenance, as well as backups, without opening any right to compensation for User.

## 11. Export

User's access and use of the DS Platform is subject to all applicable countries' export and re-export laws and regulations. DS and its licensors shall have no liability whatsoever towards User if such authorizations, licenses or approvals are not obtained. User shall not transfer, either directly or indirectly, the right to use the DS Platform when such transfer requires an export license or other governmental approval without first obtaining such license or approval. User hereby certifies to DS that the DS Platform will not be used in any nuclear, chemical, biological, weapons or missile delivery systems and will not be diverted to any country, company or individual that is prohibited by the applicable export laws of any country. User recognizes that User Data may be transferred to or stored in any country. User undertakes to 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. User shall be deemed to be the exporter of User Data. DS may terminate this Agreement upon prior notice if User violates these provisions.

## 12. Miscellaneous

**12.1 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 Partner's rights, duties, benefits or

obligations hereunder is subject to DS's prior written approval. Any attempt to do so without such consent is void. This Agreement shall be binding upon, and inure to the benefit of, DS and its successors and assigns.

**12.2 Amendments** DS reserves the right to amend the Agreement at any time. Such amendments become effective upon their publication on the DS Platform. DS recommends that Partner reads and checks regularly the Agreement available on the DS Platform to be aware of any change that may have occurred. Continued access to and/or use of the DS Platform by Partner after these changes constitute an agreement of Partner to such changes.

**12.3 Non waiver.** No waiver 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.

**12.4 Survival.** The following sections of this Agreement shall survive termination or expiration thereof: Sections 1, 2.2, 4, 7, 8, 11 and 12.

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