

THE BUSINESS WEBSITE OF DASSAULT SYSTÈMES

TERMS OF USE

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Welcome to the Business Website of Dassault Systèmes, a business service provided by Dassault Systèmes SE, a French “société européenne”, with its principal place of business located 10 rue Marcel Dassault-78140 Vélizy-Villacoublay - France, and Dassault Systemes Americas Corp., a Delaware corporation, with its principal place of business located at 175 Wyman Street, Waltham, MA 02451, as applicable (collectively “**3DS**”, “**We**”, “**Our**” or “**Us**”). Please note that 3DS provides 3DS Offerings, as defined below, directly or through another 3DS Group Company, as defined below.

This page states the terms and conditions governing your use of the Business Website of Dassault Systèmes. The Business Website of Dassault Systèmes limits the sale of DS Offerings solely to business entities and specifically excludes any individual consumers.

By accessing or viewing the Business Website of Dassault Systèmes, by providing Us with information, by clicking on the “I accept” button or by using the services offered by the Business Website of Dassault Systèmes, You signify that You are an authorized representative of a business entity and agree and warrant on behalf of that entity to be bound by these terms and conditions (hereafter “**Terms of Use**”). If You are not an authorized representative of a business entity or if You do not accept the following Terms of Use, please do not use the Business Website of Dassault Systèmes and the services provided herein.

These Terms of Use may be updated and amended by Us from time to time. Any updated or amended Terms of Use shall be effective upon posting on the Business Website of Dassault Systèmes. We may use appropriate other means, such as announcements on the Business Website of Dassault Systèmes, to inform You of any updates or amendments.

These Terms of Use apply to the 3DS Services available through the Business Website of Dassault Systèmes. If You access and/or use the Business Website of Dassault Systèmes from a country which is outside Europe, You will be bound by the Terms of Use and Privacy Policy for the geographical region in which You are located. Such regional terms and policies are set forth in Section “Geographic Specific Provisions”.

1. KEY TERMS

- **3DS Account** means the personal account created by a User upon subscription to the 3DS Services and/or 3DS Offerings.
- **3DS Group Company** means Dassault Systèmes SE or any entity in which Dassault Systèmes SE, 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.
- **User, You or Your** means an individual creating a 3DS Account and using the Business Website of Dassault Systèmes and any 3DS Services and/or 3DS Offerings.
- **3DS Services** means the services offered by 3DS Store Ltd and/or by any 3DS Group Company to User on the Business Website of Dassault Systèmes.
- **3DS Offerings** means 3DS Group Company Licensed Programs and Online Services available for ordering from the Business Website of Dassault Systèmes as defined in License Agreement.
- **Order** means the 3DS Offerings that a User requests to purchase under these Terms of Use and the terms of the applicable Customer License and Online Services Agreement including the Purchase Order (“**License Agreement**”). The Purchase order is also called the Transaction Document in the License Agreement.

2. ACCESS - REGISTRATION – INFORMATION

In order to fully use the Business Website of Dassault Systèmes and buy 3DS Offerings, You must create a 3DS Account or use a preexisting 3DS Account to use the Business Website of Dassault Systèmes. A User can only create one personal and non-transferable 3DS Account for all 3DS Services of 3DS.

Please refer to the 3DEXPERIENCE Website of Dassault Systèmes’ Terms of Use regarding registration and deregistration of your 3D Account: <https://r1132100503382-eu1-my3dexperience.3dexperience.3ds.com/>

For the purpose of the Business Website of Dassault Systèmes, You represent, agree and warrants Us to (a) provide true, accurate, current and complete information about Yourself; (b) maintain and promptly update Your profile to keep it true, accurate, current and complete, and (c) You have all necessary rights to create the 3DS Account and/or buy on behalf of Your company.

You are responsible for obtaining Your own access to the Business Website of Dassault Systèmes and the 3DS Services. Please note that such access may involve third-party fees (such as Internet service provider charges). In addition, You must provide and are responsible for the equipment necessary to access the Business Website of Dassault Systèmes and 3DS Services.

3. USE OF THE BUSINESS WEBSITE AND CUSTOMER WARRANTIES

You warrant that any information You provide when placing the Order (including, but not limited to, personal data and billing or payment data) is up-to-date and accurate in all material respects. You are responsible for any costs and consequences related to any incorrect data You submit or modify or after the submission of Your order. You are responsible for maintaining and immediately updating Your account details to ensure constant and continuous accuracy and completeness. You are solely responsible for all transmitted information while ordering on the Business Website of Dassault Systèmes on behalf of Your company.

We expressly reserve the right to withdraw or modify, temporarily or permanently, your access to the Business Website of Dassault Systèmes or 3DS Service at our sole discretion (or any part thereof), with or without notice, if You breach these Terms of Use. You will indemnify Us for any loss or damage suffered by Us or any 3DS Group Company which arises out of or in any way relates to Your breach of the Terms of Use.

3DS seeks to provide uninterrupted access to the Business Website of Dassault Systèmes, however We may suspend, withdraw or restrict the availability of all or any part of the Business Website of Dassault Systèmes for business and operational reasons. We reserve the right to modify or discontinue the Business Website of Dassault Systèmes and the 3DS Services at any time, with or without notice, but We will make reasonable efforts to provide notice of any major changes. Please note that even if the Business Website of Dassault Systèmes is available worldwide, this does not mean that part or all of the 3DS Services and 3DS Offerings are available in Your country.

4. ORDERING PROCESS ON THE BUSINESS WEBSITE

You should follow the online ordering process provided on the Business Website of Dassault Systèmes to order 3DS Offerings. For more information on this process, please refer to the FAQ posted on the Business Website of Dassault Systèmes.

All Orders are subject to the terms of License Agreement, the Terms of Use, and acceptance by 3DS. Your Order is accepted through express confirmation or at the latest by the provision of the ordered 3DS Offerings.

Any 3DS Offering licensed is subject to the terms of the applicable License Agreement agreed and referenced in Your Order. All information regarding Your 3DS Offerings is in the Documentation and Transaction document as defined in the applicable License Agreement. Except for rights granted pursuant to such License Agreement, 3DS Group Company and its licensors reserve all intellectual property rights, title, and interest in such 3DS Offering.

For license rights, payment terms, deliveries conditions and any other specification to Your 3DS Offering, please refer to terms of the applicable License Agreement of Your Order.

All payments made in connection with the Business Website of Dassault Systèmes are processed through a third party payment service provider. All transactions are protected by a secure socket layer (SSL) encryption process. Your banking information is transmitted to Our banking subcontractor(s) as listed on the Business Website of Dassault Systèmes and is not processed by 3DS.

5. COMMUNICATIONS AND PRIVACY

When You visit the Business Website of Dassault Systèmes, buy 3DS Offerings, or send e-mails to Us, You are communicating with Us electronically. You consent to receive communications from Us electronically. We will communicate with You by e-mail or by posting notices on the Business Website of Dassault Systèmes. You agree that, to the extent permitted by applicable law, all agreements, notices, disclosures and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing notwithstanding anything to the contrary in the License Agreement.

Your data (excluding banking data) is subject to electronic data processing. We will process the personal data that You will provide to Us according to the Business Website of Dassault Systèmes Privacy Policy applicable to Your geographical region as set forth in the Section "Geographic Specific Provisions".

The Business Website of Dassault Systèmes Privacy Policy is available at its home page: <https://www.3ds.com/privacy-policy/> and will govern the use of Your personal data.

For compliance purpose, 3DS STORE Ltd shall retain on an electronic archiving medium, for five (5) years from the finalization of the transaction, the records and documents of transactions.

6. INTELLECTUAL PROPERTY

Except as otherwise mentioned, You acknowledge and agree that the Business Website of Dassault Systèmes, including information, content, data, documents, materials, software and services provided by Us (and/or any DS Group Company employees and 3DS subcontractors) and used in connection with the Business Website of Dassault Systèmes are owned by 3DS or a 3DS Group Company and all protected by applicable intellectual property and other laws.

Photos and videos illustrating 3DS Offerings are not contractually binding and do not engage 3DS' responsibility in any way.

3DEXPERIENCE, the Compass icon, the 3DS logo, CATIA, BIOVIA, GEOVIA, SOLIDWORKS, 3DVIA, ENOVIA, EXALEAD, NETVIBES, CENTRIC PLM, 3DEXCITE, SIMULIA, DELMIA, MEDIDATA and IFWE are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (Versailles Commercial Register # B 322 306 440), or its subsidiaries in the United States and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval. All rights not expressly granted to User are reserved

7. EXPORT

User will comply at all times with all applicable laws, regulations and administrative requirements, including without limitation export control laws and regulations and international sanctions. In particular, 3DS shall not be liable under these Terms of Use in the event export control laws and regulations or potential exposure to any international sanctions or penalties by a governmental authority prevent 3DS from providing or delivering any type of product and/or services.

8. DISCLAIMER AND LIMITATION OF LIABILITY

The Business Website of Dassault Systèmes and the materials and data contained therein are provided "as is" and on an "as available" basis and without warranty or representation of any kind, either express or implied, as to the operation of the Business Website of Dassault Systèmes or the information, content, materials, video, photo or products on the Business Website of Dassault Systèmes. If Your use of the Business Website of Dassault Systèmes results in the need for internet, servicing, repair or correction of equipment, software or data, You assume all costs thereof.

You agree that We shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Business Website of Dassault Systèmes and/or 3DS Service.

We and Our licensors do not guarantee that the Business Website of Dassault Systèmes or its content will be error free and do not accept liability for, without limitation, any errors, omissions, loss or damage arising from Your use of the Business Website of Dassault Systèmes, its content, or the 3DS Services, including damage caused by viruses or harmful code. We will use reasonable efforts to correct any errors or omissions in the Business Website of Dassault Systèmes as soon as reasonably practicable after being notified of them.

3DS disclaims all liability for any use or application of the content on the Business Website of Dassault Systèmes. 3DS does not warrant that (i) the results of use of the Business Website of Dassault Systèmes or its content, and/or the 3DS Services will meet Your requirements or will enable You to attain the objectives You have set for yourself, or (ii) the Business Website of Dassault Systèmes or its content will be uninterrupted or error free. You are solely responsible for assessing and assuming the risks associated with the use of any content of the Business Website of Dassault Systèmes, including the availability, accuracy, and entirety of such content. We and Our licensors exclude all warranties and representations for the Business Website of Dassault Systèmes and 3DS Services, including, without limitation, any implied warranties of merchantability, fitness or a particular purpose, title and non-infringement.

The disclaimers and limitations above apply to the maximum extent permitted by applicable law. To the extent permitted by applicable law, You irrevocably agree not to assert any intellectual property rights You may own, control or have the right to license that may relate to or be included into the Business Website of Dassault Systèmes and/or the 3DS Services against 3DS or another 3DS Group Company.

You expressly represent and agree that Your use of the Business Website of Dassault Systèmes is at Your sole risk and that you have all necessary rights to order and buy on the Business Website of Dassault Systèmes.

To the extent permitted by applicable law, 3DS, Dassault Systèmes S.E, Our licensors and any 3DS Group Company and their officers, directors, employees, shareholders or agents exclude all liability and responsibility for any kind of loss or damage caused to You or to a third party in connection with the Business Website of Dassault Systèmes, its content, and/or the 3DS Services including, without limitation, any indirect, punitive or consequential loss or damages, loss of profits, expenses, loss of data, loss of software packages, damaged or lost hardware, including the costs incurred in recovering, reproducing, or repairing such losses or damage, whether in tort (including without limitation negligence), contract or otherwise.

9. FIGHT AGAINST FRAUD AND MONEY LAUNDERING

Users must comply with all applicable anti-fraud and anti-money laundering laws. You agree to respond diligently and immediately to any request from Us or a judicial (or administrative) authority regarding Your activity with the Business Website of Dassault Systèmes.

In the event of a processing error by the 3DS Services, any suspected fraudulent access of or unauthorized use of Your 3DS Account or any other event likely to lead to such a use, such as but not limited to loss, accidental disclosure or misappropriation of the 3DS Account login details, unauthorized access to all or part of Your 3DS Account, or an unauthorized transaction, You shall notify Us by email to the support email address applicable to Your location and posted at: <http://www.3ds.com/support/contact/call-us>. Upon such notification, We will use reasonable efforts to process Your request. We may in Our discretion disable or block access to Your 3DS Account.

If You have acted fraudulently or through gross negligence, You shall bear all the loss arising from unauthorized transactions carried out after You have informed 3DS, notwithstanding 3DS's obligation to make all reasonable efforts to prevent any other use of the 3DS Account. Any amount resulting from fraudulent transactions or from a laundering operation will be unavailable until a final judicial or administrative decision has been made.

10. SEVERABILITY

If any provision of these Terms of Use 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.

11. APPLICABLE LAW AND JURISDICTION

Any claim related to the 3DS Offerings shall be subject to the terms of the applicable License Agreement.

Unless otherwise provided in the additional terms applicable to You, these Terms of Use shall in all respects be governed and construed in accordance with the laws of France and any dispute arising out of or in connection with the use of the Business Website of Dassault Systèmes.

To the maximum extent permitted by applicable law, You must notify Us of any dispute or claim request in connection with the Business Website of Dassault Systèmes and/or 3DS Service, within fifteen (15) calendar days from the day You have knowledge thereof or You are presumed to have had knowledge thereof. This notification shall be sent by email together with the necessary details and explanations to the support email address applicable to Your location, posted at: <http://www.3ds.com/support/contact/call-us>.

12. GEOGRAPHIC SPECIFICATIONS

For Users who access and/or use the 3DS Services in the countries listed below, the following provisions replace or supplement the referenced sections of these Terms of Use, as noted:

Users in the United States and Canada

With respect to Users located in the United States and Canada, the following modifications and/or additional provisions apply to the access and/or use of the Business Website of Dassault Systèmes and/or 3DS Services:

- (a) The following paragraph is added to Section 4.5:

We will process Your banking information according to the [Stripe Privacy Policy](https://stripe.com/fr/privacy) available at <https://stripe.com/fr/privacy>.

- (b) Replace Section 11 § 2 "Applicable Law – Jurisdiction" with the following:

These Terms of Use shall in all respects be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles, and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation or performance of these Terms of Use.