

The terms and conditions that follow and any other terms that are specific terms relating to identified Software or Online Services and published at <http://www.3ds.com/terms/ost>, hereby incorporated by reference, set forth a legal agreement ("Agreement") between you (either an individual or an entity), the end user, and Dassault Systèmes SolidWorks Corporation, a Delaware corporation with its principal place of business at 175 Wyman Street, Waltham, Massachusetts 02451 USA ("DS SolidWorks"), relating to different offerings consisting of (i) the computer

software known as SOLIDWORKS[®] and certain other software licensed by DS SolidWorks (which may include, without limitation, the SOLIDWORKS Simulation line of analysis products, SOLIDWORKS Composer, and the SOLIDWORKS line of product data management products in all countries) (the "Software") and/or (ii) online services, *i.e.*, online access to and use of the Offering and other related services (the "Online Services") (collectively, the "Offering"). The term "Offering" includes and these terms and conditions also apply to (i) any updates or upgrades to the Offering that you may receive from time to time under a subscription service or other support arrangement, (ii) any add-in modules to the Offering you may order and install from time to time, and (iii) software from third parties such as the Adobe[®] PDF library that is incorporated into the SOLIDWORKS Offering. You may not load or use the Offering in any computer or copy it without a right to do so from DS SolidWorks. DS SolidWorks hereby offers you a non-exclusive right to access and/or to download and to use in accordance with the terms and conditions set out in this Agreement. You should carefully read these terms and conditions BEFORE opening the case that contains the Offering or installing and using the Offering or the Online Services. Opening the case containing the Offering or installing and using the Offering or the Online Services will signify your agreement to be bound by these terms and conditions. If you do not agree to these terms and conditions, promptly return the case containing the Offering and the accompanying items (including written materials) for a refund. For the Offering, this is a license agreement and not an agreement for sale.

1.A. **Grant of License and Use Rights.** DS SolidWorks grants to you a nonexclusive, nontransferable right to use the Offering and the printed and/or electronic user documentation (the "Documentation") accompanying the Offering in accordance with this Agreement. If you have paid the license fee for a single-user license of the Offering, this Agreement permits you to install and use one (1) copy of the Offering on any single computer at any time in the country in which you have your principal place of business or, if one of your branches has acquired the license from your reseller, in which this branch is located and, subject to applicable law or regulation, *provided* you have acquired the Offering from a DS SolidWorks reseller located in the country in which it will be used. If you change computers, you must move the license from the old computer to the new/upgraded computer. You may move this Offering to another country with the prior written approval of DS SolidWorks. Such move, if approved, may be subject to payment of a fee. If you have a network license version of the Offering (an "SNL"), then at any time you may have as many copies of the Offering in use in the country in which it is licensed as you have licenses (see Section 1.A.b below). The Offering is "in use" on a computer when it is loaded into the temporary memory, *i.e.*, RAM, or when a user is logged in. If the number of computers on which the Offering is installed or the potential number of users of the Offering exceeds the number of licenses you have acquired, then you must have an SNL version of the Offering installed to assure that the number of concurrent users of the Offering does not exceed the number of licenses acquired. License suites consisting of bundles of separate modules (such as SOLIDWORKS Professional) cannot float separately from each other (for example, where there is one SOLIDWORKS Professional license, Toolbox cannot be floated to one computer while PhotoView 360 is floated to a different computer). At the time of registration (see Article 9 below), you must inform us of the maximum number of potential users of the Offerings that you acquire. We recommend that you also inform us of the names of all potential users so that we can notify them of upcoming updates and other pertinent information. You will keep accurate and up-to-date records of the numbers and locations of all copies of the Offering; will supervise and control the use of the Offering in accordance with the terms of this Agreement; and will provide copies of such records to DS SolidWorks upon reasonable request. The use of Online Services is granted in a named user-based mode, *i.e.*, is authorized for a single user identified with a unique username and password to use the

Online Services from a single machine at any given time ("Named User"). You shall ensure that users of Online Services do not share or use the same username and password. Named User(s) may be replaced as necessary to reflect permanent personnel change(s), provided the number of individuals authorized to use the Online Services does not exceed the maximum number of rights granted to you for such Offering. Upon DS SolidWorks' request, you shall provide DS SolidWorks with a signed document listing (i) the number of Named Users, (ii) the type of use of the Offerings, and (iii) the locations and types of the systems on which Online Services operate or on which you have installed the Offering(s), as applicable. To determine usage by you, DS SolidWorks may provide you with one or more utilities, either included within the Offering(s) or separately, for the purpose of analyzing access right(s) and utilization. In such case, you shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility or utilities, along with a signed declaration that the file or files are representative of actual Offering(s) usage. You are responsible for implementing all reasonable means to monitor your compliance with the terms of this Agreement.

If you have paid the license fee for the SNL version of the Offering or are using SOLIDWORKS PDM Standard or Professional, the following additional terms apply to your license:

- a. The SNL version of the Offering must be installed on a network server with a dongle or an embedded software security mechanism that will permit only the number of licenses you have acquired to be in use at one time. Additional licenses can be added to the network license from time to time as such licenses are acquired.
- b. The network may include SNLs used in different countries as long as the respective SNLs are licensed for the country in which they are used, *i.e.*, subject to applicable law or regulation, the required number of SNLs to be used in a country has to be acquired from a DS SolidWorks reseller in such country. For example: SNLs managed from and installed on a server in the United States may be used by one person in Brazil and by one person in Mexico as long as one SNL was acquired in Brazil and the other SNL was acquired in Mexico. If, however, the server on which a SNL is installed is located in a country different from the country for which the SNL has been licensed, you should inform your DS SolidWorks reseller about this at the time of the order so that the SNLs can be administered properly.
- c. In addition, the network on which the SNL version is installed may only serve licenses to client machines of the same legal entity or group located in the same global territory as the server. (For this purpose, DS SolidWorks considers there to be three global territories: the Western Hemisphere, Europe/Mid-East/Africa, and the rest of Asia/Australia). For example: All licenses used on a server located in the Western Hemisphere must be licensed for countries in the Western Hemisphere. Regardless of server location, you must always continue to comply with U.S. and U.K. export control laws.
- d. With respect to subsections (a) through (c) above, only subsection (a) applies to SOLIDWORKS PDM Standard or Professional licenses. Additional terms and conditions applicable to SOLIDWORKS PDM Standard or Professional licenses are set forth in Section 1.D below.

When working with the Adobe[®] PDF software, you may embed copies of the font software into your electronic documents for the purpose of printing, viewing and editing the document. If the font software you are embedding is identified as "licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, you may also embed copies of that font software for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license. If the Offering is permanently installed on the hard disk or other storage device of a computer (other than a network server), then the person using that computer may also use the Offering on a portable or home computer while the original copy is not in use, *provided* the Offering is under active subscription service (as such is described in this Agreement).

1.B. Additional License Terms for eDrawings[®] Professional. SOLIDWORKS[®] eDrawings Professional software is a collaboration tool. SOLIDWORKS eDrawings Professional thus enables you, and DS SolidWorks grants you a license, to make copies of a portion of SOLIDWORKS eDrawings Professional along with model files you have created and deliver such files to third parties with whom you collaborate in order to enable them, among other things, to view, mark-up and measure your models.

1.C. Additional License Terms for Workgroup PDM. Each license for SOLIDWORKS Workgroup PDM or Workgroup PDM Contributor (a client license) includes the right to install the Workgroup PDM vault

functionality on an unlimited number of servers, as you determine. A separate Workgroup PDM Viewer license is required for each Workgroup PDM vault you wish to enable with the Workgroup PDM Viewer application.

1.D. Additional License Terms for SOLIDWORKS PDM Standard or Professional. (a) DS SolidWorks licenses the SOLIDWORKS PDM Professional software on a Server + Client Access License [CAL]

model, a Per Processor model for Microsoft[®] SQL Server[™] 2008 R2 and prior versions, or a Per Core model for SQL Server 2014 and later versions. You may use the SOLIDWORKS PDM Standard or Professional software within a network or other multi-station/client environment, *provided* you have one (1) SOLIDWORKS PDM Standard or Professional license per user concurrently connected to the SOLIDWORKS PDM Standard or Professional database or archive server (and, with respect to SOLIDWORKS PDM Professional licenses only, to the SOLIDWORKS PDM Professional Web server). The SQL Server 2014 Standard Edition, Runtime Restricted-Use Offering license contains other provisions regarding concurrent use. The terms of the SQL Server 2014 Express Edition license and the terms of the SQL Server 2014 Standard Edition, Runtime Restricted-Use Offering license are delivered with orders for, respectively, SOLIDWORKS PDM Standard software and SOLIDWORKS PDM Professional software and are incorporated herein by reference. (b) SOLIDWORKS PDM Professional contains embedded software programs provided by Oracle Corporation and its affiliated companies ("Oracle") (the "Oracle Programs"), and notwithstanding the provisions of Section 1 above, Oracle or its licensor(s) retain all ownership and intellectual property rights to the Oracle Programs and are each a third-party beneficiary of this Agreement. The Oracle Programs are subject to a restricted license and can be used only with their associated application package and cannot be modified by you. Some of the Oracle Programs may contain source code that Oracle may provide as part of its standard shipment of such programs, and such code shall be governed by the terms of this Agreement. (c) Third-party technology that may be appropriate or necessary for use with some of the Oracle Programs is specified in the application program documentation or as otherwise notified by DS SolidWorks, and such technology is licensed to you only for use with the application package under the terms of the third-party license agreement specified in the application package documentation or as otherwise notified by DS SolidWorks and not under the terms of this Agreement. (d) You agree (i) to allow DS SolidWorks to audit your use of the Oracle Programs, (ii) to provide DS SolidWorks with reasonable assistance and access to information in the course of such audit, and (iii) to allow DS SolidWorks to report the results of such audit to Oracle or to assign to Oracle DS SolidWorks' right to conduct the audit (without any obligation or liability on Oracle to pay your or DS SolidWorks' costs incurred as a result of the audit). (e) You acknowledge that SOLIDWORKS PDM Professional contains software and technical data that are subject to the export control laws of the United States or the United Kingdom, and you agree not to directly or indirectly export, re-export SOLIDWORKS PDM Professional, *i.e.*, move SOLIDWORKS PDM Professional from the country in which you first licensed it, without the appropriate United States or foreign government licenses and the written approval of DS SolidWorks and its licensors.

1.E. Additional Terms for Online Services.

a. DS SolidWorks will provide Online Services in accordance with the then-applicable service level agreement as published at www.3ds.com/terms/sla ("Service Level Agreement").

b. All data ("Data") provided by you or any authorized user(s) to DS SolidWorks through the use of the Online Services, including 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 ("Personal Data"), will remain your sole property or the property of the authorized user(s) who posted such Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and obtaining copyright permissions for all Data. Subject to the terms and conditions of this Agreement, you grant to DS SolidWorks a non-exclusive license to use, copy, store and transmit Customer Data to the extent reasonably necessary to provide and maintain the Online Services. You acknowledge and agree that DS SolidWorks employees and its subcontractors, including DS SolidWorks and its affiliated companies, may have access to your Data in connection with the performance of this Agreement. You shall defend DS SolidWorks and its affiliated companies against all third-party claims arising from or relating to (i) your 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 Data. In addition, you shall pay all costs, damages and expenses (including reasonable

legal fees) finally awarded against DS SolidWorks by a court of competent jurisdiction or agreed to in a written settlement agreement signed by you arising out of such claim, provided (i) DS SolidWorks provides you with prompt written notice of the claim, and (ii) DS SolidWorks gives you 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.

c. **Data Storage.** As part of the Online Services, DS SolidWorks will provide storage of your Data for the duration of the Online Services and within the storage size limits defined in the applicable Offering Specific Terms (OST). Should you exceed such storage limits, you shall remedy this situation within fifteen (15) days of notice from DS SolidWorks by ordering the necessary additional storage capacity or by reducing the size of the stored Data.

d. **Data Privacy.** You are the data controller ("Data Controller") as you determine the purposes and the means of the processing of any operation or set of operations (including, without limitation, collection, organization, adaptation, deletion, storage, use, recording, interconnection, consultation, disclosure and transfer) of your Personal Data and have the bulk of compliance with all applicable data protection legislation. You acknowledge and agree that you are and shall at all times remain the sole Data Controller of your Personal Data, and therefore shall be responsible for complying with all applicable data privacy law and all other regulations that may apply to the processing of your Personal Data, including, but not limited to, (i) transfer of Personal Data, (ii) information of individuals about whom Personal Data is collected and used, and (iii) access, modification and deletion rights of those individuals.

e. **Security.** DS SolidWorks will make commercially reasonable efforts to implement security processes for the Online Services and your Data consistent with industry standards for similar services.

f. **Confidentiality.** Confidential Information means non-public information of a confidential nature that, when disclosed in writing, is clearly marked with a restrictive legend, such as "Confidential." Confidential Information does not include ideas and concepts that may occur to individuals who have been exposed to Confidential Information. During the period when the Online Services are provided, and for a period of one (1) year following termination or expiration thereof, you and DS SolidWorks each undertakes to protect the other party's Confidential Information received in the context of such Online Services by using the same degree of care that you or DS SolidWorks uses with respect to its own confidential information of a similar nature to avoid disclosure, publication or dissemination of such Confidential Information. DS SolidWorks is authorized to disclose your Confidential Information to third parties who have entered into an appropriate confidential disclosure agreement with DS SolidWorks to the extent necessary to provide the Online Services. The obligation of confidentiality shall not apply to any information that: (i) is already in the possession of the receiving party without any obligation of confidentiality at the time the information was received from the disclosing party; (ii) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; (iii) is or becomes publicly available without breach of this Agreement; (iv) is rightfully received by the receiving party from a third party without an obligation of confidentiality; (v) is released for disclosure by the disclosing party with its written consent; or (vi) is required to be disclosed in accordance with a judicial or administrative decision, provided the receiving party provides prompt information to the disclosing party and reasonably cooperates with the disclosing party to limit the disclosure and use of the applicable information according to the decision. Your exclusive remedy and DS SolidWorks' sole liability for any breach by DS SolidWorks of its confidentiality obligations pursuant to this section is for you to terminate this Agreement.

g. **Third-Party Content.** DS SolidWorks exercises no control over, and assumes no responsibility or liability for, any of your content or third-party content provided or published via the Online Services.

1.F. **Security Mechanisms.** DS SolidWorks and its affiliated companies take all legal steps to eliminate piracy of their software products. In this context, the Offering may include a security mechanism that can detect the installation or use of illegal copies of the Offering, and collect and transmit data about those illegal copies. Data collected will not include any customer data created with the Offering. By using the Offering, you consent to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. DS SolidWorks also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Offering. You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Offering without any required lock device or authorization key provided by DS SolidWorks is prohibited.

1.G. **Internet Tools and Services.** From time to time, a license of or basic subscription service for

Offering may include integration with and access to certain Internet tools and services developed by DS SolidWorks. A base level of usage may be available at no extra charge for each license with additional usage available at an additional charge. Please see a description of any Internet tools with the Offering or on our website at www.solidworks.com for additional details. Your use of Internet tools and services is also subject to the Terms of Use applicable to such tools and services. These are found at <http://www.solidworks.com/sw/termsfuse.html> and incorporated herein by reference. When provided at no additional charge, these tools and services are provided free of charge and may be modified and/or withdrawn at any time.

2. **Ownership of the Offering/Restrictions on Copying.** DS SolidWorks or its licensors own and will retain all copyright, trademark, trade secret and other proprietary rights in and to the Offering and the Documentation. THE OFFERING AND THE DOCUMENTATION ARE PROTECTED BY COPYRIGHT LAWS AND OTHER INTELLECTUAL PROPERTY LAWS. Each DS SolidWorks licensor is a third-party beneficiary of this Agreement. You obtain only such rights as are specifically provided in this Agreement. You may copy the Offering into any machine-readable form for back-up purposes and within the license restrictions of Article 1. You may not remove from the Offering or Documentation any copyright or other proprietary rights notice or any disclaimer, and you shall reproduce on all copies of the Offering made in accordance with this Agreement, all such notices and disclaimers.

3. **Other Restrictions on Use.** This Agreement is your proof of license to exercise the rights granted herein and must be retained by you. Other than as permitted under the rights grant in Article 1, you may not use any portion of the Offering separately from or independently of the Offering (for example, the Microsoft SQL Server software can only be used with the rest of the SOLIDWORKS PDM Standard or Professional Offering, provided such Offering is under the Server + CAL model or the Per Processor model) and other than for your normal business purposes and you may not provide access to or use of the Offering to any third party (other than a third party requiring access to SOLIDWORKS PDM Standard or Professional via a Web client or directly via a VPN); consequently, you may not sell, license, sublicense, transfer, assign, lease or rent (including via a timeshare arrangement) the Offering or the right to access and use granted by this Agreement. You may not use the Offering or the Documentation to develop application(s) for distribution to third parties unless you are a member in good standing of the SOLIDWORKS Partner Program or have entered into an agreement with DS SolidWorks for such usage/distribution. You may not install or use the Offering over the Internet, including, without limitation, use in connection with a Web hosting or similar service, or make the Offering available to third parties via the Internet on your computer system or otherwise. You may not modify or make works derivative of the Offering or make compilations or collective works that include the Offering, and you may not analyze for purposes competitive to DS SolidWorks, reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code of the Offering, except as permitted under applicable law, as it contains trade secrets (such as the Offering's structure, organization and code) of DS SolidWorks and its licensors.

4. **Subscription Service.** If you acquire subscription service from your reseller for the Offering you have licensed hereunder by paying the fee therefor, your reseller will provide you for such copy: on-line web access to download the latest updates to the Offering; all major upgrades for the Offering released during the subscription period; and telephone support services. Subscription service is automatically included with any Offering ordered under a yearly or quarterly term license and with the Online Services and cannot be terminated separately. From time to time, DS SolidWorks may re-distribute Microsoft software components as part of an update to the Offering. You are eligible for such Microsoft components and warrant that you will install them only if you possess a validly licensed copy of the Microsoft products to which they relate. The term of this service runs for one (1) year. It may be renewed from year to year thereafter by paying the appropriate renewal fee. Offering that is delivered as an upgrade or update to a previous version of the licensed Offering must replace the previous version – no additional license is granted; you may install only such number of updates as equal the number of subscription service fees for which you have paid. Support Services policy applicable to Online Services is detailed on the website www.3ds.com/terms/support-policies for the term of the service, *i.e.*, one (1) year. It is subject to change; however, any changes will not become effective until the commencement of the immediately-following Support Services term.

5. **Privacy Policy.** To obtain the Offering, you may need to provide DS SolidWorks with certain information about yourself, including but not limited to your name and email address. DS SolidWorks may also query your computer during the installation process to determine information including but not limited

to whether you have SOLIDWORKS or other Dassault Systèmes products installed and the characteristics of the computer on which you will operate the Offering, such as the video controller or operating system. As a condition of downloading and using the Offering, you also agree to the terms of the DS SolidWorks privacy policy at <http://www.solidworks.com/sw/privacypolicy.htm>, which may be updated from time to time without notice. Information collected by DS SolidWorks in connection with your registration for the Offering may be stored and processed in the United States or any other country in which DS SolidWorks, its affiliates or its agents maintain facilities. Accordingly, by using the Offering, you consent to the transfer of such information outside of your country.

6. **Term.** This Agreement remains in effect until terminated as provided hereunder or upon expiration, as follows: (i) for Offerings provided under term licenses granted in accordance with this Agreement, until the expiration of all such licenses, or (ii) for Online Services, the expiration of the contract term for which Online Services are ordered under this Agreement or the expiration of the subscription that you have paid for the Offering, as the case may be. DS SolidWorks may terminate the license and/or Offering granted herein immediately upon written notice to you (i) for justified cause, including, without limitation, breach of any provision of Article 1, 2 or 3 of this Agreement, or (ii) if you breach any provision of this Agreement and fail to cure such breach within fifteen (15) days of notice thereof. You may terminate Online Services if DS SolidWorks fails to provide the Online Services in accordance with the applicable Service Level Agreement and such failure has not been remedied within thirty (30) days of receipt of written notice.

You or DS SolidWorks may terminate any Online Services by providing notice to the other party at least thirty (30) days prior to the renewal date of the Online Services. Absent such notification, the Online Services shall automatically renew and be subject to the then-applicable Service Level Agreement. DS SolidWorks may change or modify the Online Services at any time. DS SolidWorks will not materially diminish the Online Services during the term of the Offering. Nothing in this paragraph shall require DS SolidWorks to continue to provide any portion of the Online Services if this would result in DS SolidWorks' violating the rights of any third party or any applicable law.

Upon the termination of the right to access and use the Offering granted hereunder, you will promptly cease all such use and return to DS SolidWorks or destroy all copies of the Offering and Documentation covered by such right as instructed by DS SolidWorks and shall no longer have access to the Online Services and to subscription service. If you terminate Online Services for noncompliance by DS SolidWorks of the Service Level Agreement, DS SolidWorks will reimburse you for any prepaid but unused recurring fees as of the termination date. This refund represents DS SolidWorks' sole liability and your sole remedy for DS SolidWorks' failure to provide Online Services.

The provisions of Articles 1E.b, 1E.d., 1E.e., 1E.f., 1F, 2, 3, 5, 6, 8, 10, 11 and 12 of this Agreement shall survive any termination of this Agreement.

7. **Responsibility for Selection and Use of Offering.** You are responsible for the supervision, management and control of the use of Offering, and output of the Offering, including, but not limited to: (1) selection of the Offering to achieve your intended results; (2) determining the appropriate uses of the Offering and the output of the Offering in your business; (3) establishing adequate independent procedures for testing the accuracy of the Offering and any output; and (4) establishing adequate backup to prevent the loss of data in the event of an Offering malfunction. **The Offering is a tool that is intended to be used only by trained professionals. It is not to be a substitute for professional judgment or independent testing of physical prototypes for product stress, safety and utility; you are solely responsible for any results obtained from using the Offering. Neither the Offering nor any of its components are intended for use in the design or operation of nuclear facilities, life support systems, aircraft or other activities in which the failure of the Offering or such components, or both, could lead to death, personal injury, or severe physical or environmental damage.**

CAUTION: Certain content, such as the fasteners provided in the SOLIDWORKS Toolbox, constitutes approximate representations only and may not be appropriate for all uses.

8. **Limited Warranty, Exceptions & Disclaimers; Intellectual Property Indemnification**

a. **Limited Warranty.** DS SolidWorks warrants that the Offerings will be free of defects in materials

and will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date of receipt by you. DS SolidWorks also warrants that any services it provides from time to time will be performed in a workmanlike manner in accordance with reasonable commercial practice. DS SolidWorks does not warrant that the Offering or service will meet your requirements or that the operation of the Offering will be uninterrupted or error-free or that any Internet tool or service will be completely secure. DS SolidWorks' entire liability and your sole remedy under this warranty shall be to use reasonable efforts to repair or replace the nonconforming media or Software or re-perform the service. If such effort fails, DS SolidWorks or DS SolidWorks' distributor or reseller shall (i) refund the price you paid for the Software upon return of the nonconforming Software and a copy of your receipt or the price you paid for the service, as appropriate, or (ii) provide such other remedy as may be required by law. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days from the date of receipt by you, whichever is longer.

b. **Exceptions.** DS SolidWorks' limited warranty is void if breach of the warranty has resulted from (i) accident, corruption, misuse or neglect of the Software; (ii) acts or omissions by someone other than DS SolidWorks; (iii) combination of the Software with products, material or software not provided by DS SolidWorks or not intended for combination with the Software; or (iv) failure by you to incorporate and use all updates to the Software available from DS SolidWorks.

c. **Limitations on Warranties.** The express warranty set forth in this Article 8 is the only warranty given by DS SolidWorks with respect to the Offering and Documentation furnished hereunder and any service supplied from time to time; to the maximum extent permitted by applicable law, DS SolidWorks and its licensors, including, without limitation, Adobe, make no other warranties, express, implied or arising by custom or trade usage, and specifically disclaim the warranties of merchantability, fitness for a particular purpose and non-infringement. In no event may you bring any claim, action or proceeding arising out of the warranty set forth in this Article 8 more than one year after the date on which the alleged breach of warranty occurred.

d. **Limitations on Liability.** You recognize that the price paid for the license to or right to access and use the Offering may be substantially disproportionate to the value of the products to be designed, stored, managed or distributed in conjunction with the Offering. For the express purpose of limiting the liability of DS SolidWorks and its licensors to an extent that is reasonably proportionate to the commercial value of this transaction, you agree to the following limitations on DS SolidWorks' and its licensors' liability. Except as required under local law, the liability of DS SolidWorks and its licensors, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with the Offering or Documentation furnished hereunder and any service supplied from time to time shall not exceed the fee that you paid for such Offering in the twelve (12)-month period immediately preceding the cause of action that gave rise to such liability. In no event shall DS SolidWorks or its licensors be liable for direct, special, indirect, incidental, punitive or consequential damages (including, without limitation, damages resulting from loss of use, loss of data, loss of profits, loss of goodwill or loss of business) arising out of or in connection with the use of or inability to use the Offering or Documentation furnished hereunder and any service supplied from time to time, even if DS SolidWorks or its licensors have been advised of the possibility of such damages. However, certain of the above limitations may not apply in some jurisdictions. To the maximum extent permitted by applicable law, any legal action against DS SolidWorks must be filed with the appropriate judicial jurisdiction within two (2) years after the applicable cause of action has arisen.

e. **Intellectual Property Indemnification.** DS SolidWorks will defend you against any claims made by a third party that an 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 you by a court of competent jurisdiction or agreed to in a written settlement agreement signed by DS SolidWorks arising out of such claim, provided (i) you provide DS with prompt written notice of the claim, and (ii) Customer gives DS SolidWorks 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 SolidWorks' reasonable opinion an Offering is likely to become

the subject of such a claim (or likely to be made), DS SolidWorks may at DS SolidWorks' expense, either secure the right for you to continue using the applicable 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 SolidWorks' judgment, DS SolidWorks may terminate the licenses to the Offering and/or terminate the Online Services. For perpetual licenses, DS SolidWorks shall either refund or provide you a credit, at your option, in an amount equal to the corresponding one-time fee paid for the licenses, depreciated on a straight-line over three (3) years upon return or destruction of all copies of the affected Offering as certified by one of your officer. For Online Services or licenses that are not perpetual, DS SolidWorks shall refund all prepaid but unused fees paid hereunder for the affected Online Services or licenses.

DS SolidWorks shall have no obligation to defend or indemnify you against any claim related to (i) any modification of an Offering by anybody other than DS SolidWorks, (ii) the use of one or more Offerings in combination with other hardware, data or programs not specified by DS SolidWorks, or (iii) the use of corrective patches or Releases other than the most recent one.

This Section 8.e states DS SolidWorks' entire liability and your exclusive remedy for any claim of] ' infringement of intellectual property rights.

9. **Shutdown Feature.** You acknowledge and agree that the Offering contains an automatic shutdown feature (the "Shutdown Feature") that, if activated, will render the Offering inoperable. The Shutdown Feature will automatically activate thirty (30) days after the Offering is installed unless an access code that overrides the Shutdown Feature ("Validated License") is entered. To obtain your Validated License, you must register with DS SolidWorks by providing DS SolidWorks electronically the information requested in the installation process. Upon receipt of the registration information, DS SolidWorks will issue you a Validated License.

10. **Export Rules.** Export to you of the Offering and Documentation is subject to all applicable countries' export and re-export laws and regulations, including but not limited to the export control laws of the United States or the United Kingdom. DS SolidWorks and its licensors shall have no liability towards you if necessary authorizations, licenses or approvals are not obtained. You shall not export or re-export, either directly or indirectly, the Offering when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval. You hereby warrant to DS SolidWorks that all 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. You recognize that your Data may be transferred to or stored in any country. You undertake 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. You shall be deemed to be the exporter of your Data. DS SolidWorks may terminate this Agreement and all licenses and access to the Online Services hereunder upon written notice if you violate these provisions.

11. **Audit.** During the term of this Agreement and for a period of three (3) years thereafter, you shall establish and maintain accurate information records relating to the use of the Offering, including, without limitation, the list of users accessing and using the Offering. When applicable, such information shall include destruction of the Offering and the measures put in place by you to protect access to and use of the Offering. DS SolidWorks shall have the right - at any time, at its own expense and under reasonable conditions of time and place - to audit and copy these records and/or your use of the Offering. You also hereby authorize DS SolidWorks to verify your compliance with the terms of this Agreement. For such purpose, DS SolidWorks may conduct an audit on your premises during normal business hours, in a manner that minimizes disruption to your business. DS SolidWorks may require you to provide it, or any third party that DS SolidWorks engages to conduct such verification, with machine access, copies of system tools outputs, or other electronic or hard-copy system information as appropriate. If the audit reveals unauthorized use of the Offering, you shall promptly pay to DS SolidWorks any amount(s) owed as a result of such unauthorized use at the Offering's then-current list price. If such unauthorized use is five percent (5%) or greater of your authorized use with respect to the applicable Offering, then, in addition to you paying the applicable charges, you shall reimburse DS SolidWorks for the cost of such

audit. By invoking the rights and procedures described above, DS SolidWorks does not waive its right to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

12. **Compliance with Laws and Indemnity.** You agree to comply with all local laws and regulations regarding the download, installation and/or use of the Offering, the Documentation or both. You agree to hold harmless and indemnify DS SolidWorks and its subsidiaries, affiliates, officers and employees from and against any and all claims, suits or actions arising from or in any way related to your use of the Offering and/or Documentation or your violation of this Agreement.

13. **General Provisions.** This Agreement is the complete and exclusive statement of your agreement with DS SolidWorks relating to the Offering and subscription service and supersedes any other agreement, oral or written, or any other communications between you and DS SolidWorks relating to the Offering and subscription service; provided, however, this Agreement shall not supersede the terms of any signed agreement between you and DS SolidWorks relating to the Offering and subscription service. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts without regard to the United Nations Convention on Contracts for the International Sale of Goods and will be deemed a contract under seal. The English-language version of this Agreement shall be the authorized text for all purposes, despite translations or interpretations of this Agreement into other languages. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect.

14. **U.S. Government Restricted Rights.** The Offering is a "commercial item" as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and is provided to the U.S. Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-4 (JUN 1995). In the event that you receive a request from any agency of the U.S. government to provide Offering with rights beyond those set forth above, you will notify DS SolidWorks of the scope of the request and DS SolidWorks will have five (5) business days to, in its sole discretion, accept or reject such request. Contractor/ Manufacturer: Dassault Systèmes SolidWorks Corporation, 175 Wyman Street, Waltham, Massachusetts 02451 USA.

15. **Licenses in Canada.** If you acquired your license(s) in Canada, you agree to the following:

The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and shall be written in the English language only.

Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.

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16. **Windows Desktop Search.** Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. You may use a copy of this supplement with each validly licensed copy of Microsoft Windows software identified for use with it (the "Microsoft Windows software"). You may not use it if you do not have a license for the Microsoft Windows software. The license terms for the Microsoft Windows software apply to your use of this supplement.

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