

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

ByMe Release 5.0

ONLINE SERVICES

This OST (Offering Specific Terms) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between 3DS and Customer ("Agreement"), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the Online Services to which this OST applies. Customer acknowledges that it has full knowledge of all the terms of this OST and those incorporated herein by reference.

1. PRICING STRUCTURES

The use of Online Services to which this OST applies is granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST, even though those pricing structures may not be applicable to the 3DS Offerings to which this OST applies. Other pricing structures may be made available on a case-by-case basis.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1 GENERAL RULES

Online Services to which this OST applies may be granted according to one of the following licensing schemes (specifying the authorized use), as specified in the Product Portfolio if available, and as determined in the applicable Transaction Document:

- Credit Based
- Named User Based
- System License

Online Services to which this OST applies are granted for use on Machines by the Users (and Extended Enterprise Users, as applicable) only in the country for which the 3DS Offerings are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Online Services has been authorized, may use the Online Services in any other country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days and (ii) 3DS may authorize, on a case-by-case basis, the use of certain Online Services by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

2.2.1 HomeByMe For Retailers

This section is applicable to the following 3DS Offerings licensed under a System License licensing scheme:

HomeByMe For Kitchen Retailers Group 50 (6MP-BKR-50-OC)
HomeByMe For Kitchen Retailers Group 100 (6MP-BKR-100-OC)
HomeByMe For Kitchen Retailers Group 500 (6MP-BKR-500-OC)
HomeByMe for Home Retailers Group 50 (6MP-BHR-50-OC)
HomeByMe for Home Retailers Group 100 (6MP-BHR-100-OC)
HomeByMe for Home Retailers Group 500 (6MP-BHR-500-OC)
HomeByMe for Bathroom Retailers Group 25 (6MP-BBR-25-OC)
HomeByMe for Bathroom Retailers Group 50 (6MP-BBR-50-OC)
HomeByMe for Bathroom Retailers Group 100 (6MP-BBR-100-OC)
HomeByMe for Storage Retailers Group 25 (6MP-BSR-25-OC)
HomeByMe for Storage Retailers Group 50 (6MP-BSR-50-OC)
HomeByMe for Storage Retailers Group 100 (6MP-BSR-100-OC)
HomeByMe Storage Configurator Group 25 (6MP-HSC-25-OC)
HomeByMe Storage Configurator Group 50 (6MP-HSC-50-OC)
HomeByMe Storage Configurator Group 100 (6MP-HSC-100-OC)

By ordering the above System License 3DS Offering(s), Customer is granted to access a dedicated production environment and configure it to manage its Kitchen Business, Home Business, Bathroom Business or Storage Business as specified in the Documentation.

Each 3DS Offering allows Customer to operate Kitchen Business, Home Business, Bathroom Business or Storage Business depending on the product ordered, up to the revenue amount indicated in the table below. For any given year "N", the number of required 3DS Offerings is determined in the Transaction Document and is taking the Customer revenue information associated to Customer Kitchen, Home, Bathroom or Storage Business gross revenue reported for year "N-2". Customer shall report at renewal time if this number of 3DS Offerings is still in line with the year "N-1" revenue, or request to adjust the number of 3DS Offerings accordingly.

3DS Offering Name	Product Number	Yearly revenue amount (taxes excluded) (*)
<i>HomeByMe For Kitchen Retailers Group 50</i>	<i>6MP-BKR-50-OC</i>	50 M.EUR
<i>HomeByMe For Kitchen Retailers Group 100</i>	<i>6MP-BKR-100-OC</i>	100 M.EUR
<i>HomeByMe For Kitchen Retailers Group 500</i>	<i>6MP-BKR-500-OC</i>	500 M.EUR
<i>HomeByMe for Home Retailers Group 50</i>	<i>6MP-BHR-50-OC</i>	50 M.EUR
<i>HomeByMe for Home Retailers Group 100</i>	<i>6MP-BHR-100-OC</i>	100 M.EUR
<i>HomeByMe for Home Retailers Group 500</i>	<i>6MP-BHR-500-OC</i>	500 M.EUR
<i>HomeByMe for Bathroom Retailers Group 25</i>	<i>6MP-BBR-25-OC</i>	25 M.EUR
<i>HomeByMe for Bathroom Retailers Group 50</i>	<i>6MP-BBR-50-OC</i>	50 M.EUR
<i>HomeByMe for Bathroom Retailers Group 100</i>	<i>6MP-BBR-100-OC</i>	100 M.EUR
<i>HomeByMe for Storage Retailers Group 25</i>	<i>6MP-BSR-25-OC</i>	25 M.EUR
<i>HomeByMe for Storage Retailers Group 50</i>	<i>6MP-BSR-50-OC</i>	50 M.EUR
<i>HomeByMe for Storage Retailers Group 100</i>	<i>6MP-BSR-100-OC</i>	100 M.EUR
<i>HomeByMe Storage Configurator Group 25</i>	<i>6MP-HSC-25-OC</i>	25 M.EUR
<i>HomeByMe Storage Configurator Group 50</i>	<i>6MP-HSC-50-OC</i>	50 M.EUR
<i>HomeByMe Storage Configurator Group 100</i>	<i>6MP-HSC-100-OC</i>	100 M.EUR

(*) For revenues published in other currencies, conversion should apply, based on the average interbank exchange rates as published by the ECB (European Central Bank) for the calendar month preceding the purchase or renewal transaction.

Customer can give the right to access and use part of the 3DS Offerings to End Users for the only purpose of Kitchen Business, and subject to all terms and conditions of the Agreement.

2.2.2 3DS Offerings ordered under the Credit Based licensing scheme

For 3DS Offerings ordered under the Credit Based licensing scheme, the number of credits is specified on a yearly basis. 3DS may agree for terms shorter than one (1) year. In such case, the number of credits is pro-rated accordingly. Unused credits of a 3DS Offering expire at the end of the term of the corresponding 3DS Offering.

When the name of a 3DS Offering contains “ByMe Media”, Customer is granted a right to generate Media. The number of granted credits to generate Media during a contractual year is indicated in the name of the 3DS Offering. The rules of consumption for those credits can be found in the Product Portfolio.

Only one (1) order of *ByMe Media - 10000 credit pack (upfront order) (6TP-BKN-OC)* 3DS Offering can be made within each contractual year. Except for the first order of such 3DS Offering, this sole yearly order shall include the renewal of already ordered *6TP-BKN-OC* 3DS Offerings, plus the purchase of any additional *6TP-BKN-OC* 3DS Offerings.

However, Customer can purchase *ByMe Media - 10000 credit pack (standard order) (6TP-BKM-OC)* 3DS Offering at any time, to generate additional Media.

When the name of a 3DS Offering contains “ByMe Media”, such 3DS Offerings can be used by Customer’s authorized users which is composed of Users, Extended Enterprise Users and End Users.

2.2.3 Unit

When the name of a 3DS Offering contains “Unit”, such 3DS Offerings are used to build Application Instance(s) or Project(s). The required number of such 3DS Offerings needed for either one (1) Application Instance or one (1) Project is determined in the Documentation.

2.2.4 Session

When the name of a 3DS Offering contains “Session”, such 3DS Offerings are used to build Application Instance(s). The number of Sessions granted during a contract year is indicated in the name of the 3DS Offering. The rules for consuming these Sessions are specified in the Documentation.

3. OTHER PERMITTED USES FOR 3DS OFFERINGS

USE FOR CERTAIN SERVICES

Except for Development Tool Kits, Customer is authorized to use the Online Services for added-value engineering or implementation services. Added-value engineering or implementation services are services to deliver to a third party end user any deliverable generated specifically for said third party end user from use by Customer of the Online Services. In any event, Customer may not (1) use the Online Services to develop software code for (i) general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element, or (ii) any services that do not add value attributable to the intervention of specific human skills, such as, without limitation, in a data services operation or as an application service provider, or (2) give any third party the access to the Online Services unless otherwise expressly authorized in the Agreement, or (3) represent or imply to any party that it is an authorized or certified provider of services for 3DS. Customer shall indemnify and defend 3DS against any claim, expense, judgment, damage or loss (including reasonable attorneys’ fees) which arises out of or in any way relates to Customer’s use of the Online Services with third party end users.

USE OF PRE-GA RELEASES IN A STAGING ENVIRONMENT

From time to time and at 3DS’ sole discretion, 3DS may grant Customer the right to access a Pre-GA Release of the Online Services in a staging environment (the “Pre-GA Staging Environment”) which will include a copy of the Customer Data from his production environment. This Pre-GA Staging Environment will be made available at no additional charge for Customer’s authorized Users (and Extended Enterprise Users, as applicable), for evaluation purposes only, specifically excluding any production or commercial purposes. By installing or using this Pre-GA Staging Environment, Customer hereby acknowledges and agrees that (i) all Customer Data created in the Pre-GA Staging Environment will not be migrated back to production and (ii) the use of such a Pre-GA Staging Environment is granted under the terms and conditions of the Agreement, with the following exceptions:

- The Pre-GA Staging Environment has not completed a quality-testing program, and may close down without warning or give unreliable results;
- 3DS reserves the right to terminate access to the Pre-GA Staging Environment or to delete it and remove Customer Data at any time without notice;
- 3DS shall have no obligation to provide support for the Pre-GA Staging Environment;
- The Service Level Agreement shall not be applicable to the Pre-GA Staging Environment;
- The Pre-GA Staging Environment is made available on an “as is” basis, and without warranty of any kind, whether express or implied, oral or written, including without limitation the implied warranties of merchantability, title, non-infringement and/or fitness for any particular purpose, and all such warranties, conditions, undertakings, and terms are hereby excluded to the extent permitted by law. In no event shall 3DS or its licensors be liable for direct or indirect, consequential, special, incidental or punitive damages, including without limitation loss of use, data, profit, revenue, or goodwill, whether based in contract, negligence, or otherwise, arising out of, resulting from or in any way relating to Customer’s use of the Pre-GA Staging Environment.

4. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

The specific terms relating to the use of certain third party components or products not developed by or for a 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

4.1 OPEN SOURCE COMPONENTS

The 3DS Offerings may include open source components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation of the 3DS Offerings.

Moreover, some open source components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation of the 3DS Offerings themselves.

Source code for open source software components licensed under terms and conditions that mandate availability of such source code is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by 3DS under the Agreement apply to all open source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS Offerings. The original licensors of said open source software components provide them on an “as is” basis and without any liability whatsoever to Customer.

4.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

This software contains Autodesk® FBX® code developed by Autodesk, Inc. Copyright 2019 Autodesk, Inc. All rights, reserved. Such code is provided “as is” and Autodesk, Inc. disclaims any and all warranties, whether express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. In no event shall Autodesk, Inc. be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of such code.

4.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

NONE

The Support Services provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

NONE

5. DEFINITIONS

The following definitions supplement those of the section “Definitions” of the Agreement.

5.1 GENERAL DEFINITIONS

Configuration or **Package** means a standard set of 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a 3DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with “CAA” or “ENOVIA Studio” or “Toolkit” or “Development Toolkit” in the 3DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

Machine means a device on which a 3DS Offering is executed and which is either (1) (i) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer’s premises or according to Teleworking conditions, or (ii) authorized by Customer according to its own information technology charter or equivalent whereby third party devices (such as Users own devices) are specifically authorized, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer.

Pre-GA Release means an alpha or beta level of a new Release of a 3DS Offering which may be made available to Customer before the new Release is made generally available to the market, for evaluation purposes only and under specific terms and conditions.

Product Portfolio means a set of information related to the 3DS Offerings available at <https://www.3ds.com/terms/product-portfolio/online-services>.

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the 3DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

Teleworking means any program authorized by and for the benefit of Customer to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings for its Users).

Any use of 3DS Offerings while Teleworking is authorized if all of the following conditions are at all times met: (a) Customer's employees do so on Machine(s) connected to Customer's network (e.g. via Virtual Private Network), (b) Customer is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Customer's employees use the 3DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings.

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a 3DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions. For Education Use (or former Academic Use) of 3DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or non-profit research or (ii) any individual duly enrolled in Customer's education program.

GENERAL DEFINITIONS SPECIFIC TO THIS OST

Application Instance means the set of parameters (as listed below) determining how the Customer's products defined in *ByMe Platform - 1 Kitchen Application Instance (6MP-BKI-OC)* 3DS Offering are presented to the users in the 3DS Offering(s) whose name(s) contain(s) "ByMe Kitchen Planner":

- One (1) brand name and logo
- One (1) currency
- One (1) language
- One (1) selection of content store products
- One (1) pricing policy.

Each User, Extended Enterprise User and End User is associated to a determined Application Instance. In order to serve different user populations with specific content, different Application Instances are needed.

Bathroom Business means the sales of furniture and equipment to furnish the bathroom for the geographic scope as determined in the Transaction Document.

Beneficiary Company(ies) means the company(ies) authorized to use the Offers as per the Agreement and listed in a dedicated annex to the Agreement or specifically authorized to do so by 3DS in writing and on an individual basis.

End User means any individual user who is Customer's customers or prospects and who is neither User nor Extended Enterprise User.

Extended Enterprise User means an employee of Customer's affiliate(s), supplier(s), Beneficiary Company(ies) and/or customer(s) authorized to use Customer's Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the Offering by any such Extended Enterprise User(s) (1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Customer, and (2) shall exclude any use by Extended Enterprise User (a) for its own account or a third party's account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the Offering. Extended Enterprise Users are authorized if so specified in the Transaction Document.

Home Furniture Business means the sales of furniture and equipment to furnish home for the geographic scope as determined in the Transaction Document.

Kitchen Business means the sales of furniture and equipment to furnish the kitchen for the geographic scope as determined in the Transaction Document.

Media means an on-demand computation of a static 2D image of a Project. Different types and resolutions of images are available.

A **Project** is created when a User of one (1) of the 3DS Offerings designs a floorplan, and then saves such floorplan (with or without objects) in the 3DS Offering(s). The Project is then available to Users, Extended Enterprise Users and End Users, as applicable, for viewing and further modification.

Storage Business means the sales of storage furniture and equipment for the geographic scope as determined in the Transaction Document.

5.2 PRICING STRUCTURE DEFINITIONS

QSC means the Quarterly Service Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QSC for a 3DS Offering entitles Customer to (i) a three (3) month right to use the 3DS Offering and (ii) Support Services for such 3DS Offering for three (3) months. Customer is deemed to have accepted to renew any 3DS Offering for three (3) months and to pay QSC at the then applicable price, if Customer continues to use such 3DS Offering(s) after the anniversary date of the 3DS Offering. The renewal price 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. Termination of use rights and Support Services is not permitted without terminating the access rights to the Online Services.

YSC means the Yearly Service Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YSC of a 3DS Offering entitles Customer to (i) a one (1) year right to use the 3DS Offering and (ii) Support Services for such 3DS Offering for one (1) year. Customer is deemed to have accepted to renew any 3DS Offering for one (1) year and to pay YSC at the then applicable price, if Customer continues to use such 3DS Offering(s) after the anniversary date of the 3DS Offering. The renewal price 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. Termination of use rights and Support Services is not permitted without terminating the access rights to the Online Services.

5.3 LICENSING SCHEME DEFINITIONS

Credit Based. Use of a 3DS Offering granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the 3DS Offering. Credits are for a one-time use (consumable and not reusable) and not refundable. As the number of credits is specified on a yearly basis, the number of credits is pro-rated according to the term of the 3DS Offering. For terms of one (1) year or less, all credits are issued at the beginning of the term and unused credits expire at the end of the term. For terms longer than one (1) year, credits are issued per year and unused credits expire at the end of the given year period; for any incomplete year period, the number of issued credits is pro-rated and unused credits expire at the end of the given incomplete year period. The quantity of credits required for a given use of the 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS Offering. Pool of credit(s) of same type can be accessed simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable, within the limit of the number of remaining available credits. Credits of given type(s) may be required to enable use of other 3DS Offerings.

Extended Enterprise Named User means an Extended Enterprise User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Named User means a User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Named User Based. Use of a 3DS Offering in Named User Based mode is authorized for the maximum number of Named Users and/or Extended Enterprise Named Users, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain 3DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer shall not use any automated program or “user agent” program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the 3DS Offering does not exceed the maximum number of rights granted to Customer for such 3DS Offering. Upon 3DS’s request, Customer shall provide 3DS with a signed document listing (i) the number of Named Users and Extended Enterprise Named Users, as applicable, (ii) the type of use of the 3DS Offerings, and (iii) the locations and types of the systems on which 3DS Offerings operate or Customer has installed the 3DS Offering(s) as applicable. 3DS may provide Customer with one or more utilities, either included within the 3DS Offering(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Customer. In such case, Customer shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual 3DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

System License means a right to use certain 3DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User’s (or Extended Enterprise Named User’s, as applicable) rights to use certain identified 3DS Offerings may be required in order to be granted a System License. If the name of the 3DS Offering includes a specific reference to “Departmental Site License”, such 3DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.

Customer may be requested to order certain 3DS Offerings rights to use, to be granted a System License.

Token Based. Use of a 3DS Offering granted in Token Based mode provides a right to use a determined number of tokens for the access duration to the 3DS Offering. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS Offering. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other 3DS Offerings.

6. TRADEMARKS

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