

3DS CHAMPIONS

Program Agreement

I, the user hereto, hereby agree to participate in a Dassault Systemes SE 3DS Champions Program (the "Program"), as described in Annex A and Annex B. I agree to be bound by this 3DS Champions Program Agreement, its Annexes, and any amendments hereto (collectively, the "Agreement"), which become effective at the date of my acceptance by clicking on the "I accept" button or checking a specific acceptance box. If I do not accept this Agreement in its entirety, I have no rights to become a part of the Program.

Should this authorization become contrary to my interests or to the interests of my Company, I will notify 3DS by registered letter with acknowledgment of receipt ("LRAR").

Annex A

3DS CHAMPIONS PROGRAM

1. Definitions

3DS: means, collectively, Dassault Systemes SE and the Affiliates of Dassault Systemes SE.

3DS Champion(s): means an IT professional, business leader, developer, who is an active and influential 3DS solutions user, who has been selected by 3DS, and has accepted, with its employer's prior approval, to participate in the Program and has agreed to be bound by these Rules.

Affiliate: means a company or entity that directly or indirectly controls, is controlled by or is under common control with Dassault Systemes SE where "control" means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors, or (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities. Such entity shall be deemed to be an Affiliate only so long as such ownership or control exists. There shall exist no joint and several liability between and among Affiliates. For purposes of the foregoing, Dassault Systemes SE shall not be deemed to be controlled by any entity.

Brand Specific Terms: means Program terms related to a specific 3DS brand, attached hereto as Annex B.

Content: means any content posted/published online or offline by a 3DS Champion linked to the Program, including but not limited to any images, files, videos, text and drawings.

Rules: means the terms and conditions governing the participation in the Program contained within this Agreement, the 3DS USER'S COMMUNITIES TERMS OF USE, and THE 3DEXPERIENCE PLATFORM OF DASSAULT SYSTEMES TERMS OF USE which are incorporated herein by reference. These Rules may change from time to time upon written notification by 3DS through email or other means.

Subcontractor: a third party designated by 3DS to conduct Program activity.

2. Purpose of the Program

The Program aims at developing a network and a community of worldwide 3DS solutions' passionate experts.

The 3DS Champion desires to join this community and benefit from the conditions which may be granted by 3DS to its ambassadors under the conditions described below.

3. How to be eligible to the Program

Either 3DS or its partners or customers may identify 3DS's experts in their ecosystem and recommend they apply to the Program. In order to be eligible to the Program, applicants must:

- Agree to be bound by the terms of this Agreement and the Rules;
- Be at least 18 years of age;
- Have developed advanced skills and expertise in 3DS solutions; and
- Be passionate about 3DS solutions ecosystem

Additional eligibility requirements may be outlined in the Brand Specific Terms.

3DS reserves the right to accept or reject applications at any time in its sole discretion.

Participation in the Program is free and without compensation of any kind.

4. How to participate to the Program

3DS Champions are encouraged to stay engaged in the Program by advocating for 3DS solutions both online and offline, through activities

such as outlined in the applicable 3DS user community.

3DS Champions shall act as loyal and positive ambassadors of 3DS solutions and 3DS at all times.

3DS Champions hereby confirm that 3DS Champions have requested and obtained the explicit authorization to join the Program from 3DS Champions' employer. Such authorization may be requested by 3DS at any time.

3DS Champions shall inform 3DS of all factors that may have an impact on the performance of these Rules. He/she shall not associate, directly or indirectly, 3DS with competing companies. In case of doubt, 3DS Champions shall request 3DS's prior written approval. 3DS Champion shall cooperate with 3DS to remedy any issue related to an association with competing companies.

Each of the activities handled by a 3DS Champion can be reported to 3DS or a third party 3DS designates in order to be taken into account for renewal of their 3DS Champion status. The method of such reporting shall be specified by 3DS or the third party 3DS designates.

The relationship between 3DS and a 3DS Champion will be one of independent parties and nothing shall be construed or create any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. A 3DS Champion is not the agent of 3DS and is not authorized and shall not have the power or authority to bind, or incur any liability or obligation on behalf of 3DS. 3DS Champions are not compensated, nor employed by 3DS.

5. Potential benefits

At 3DS' sole discretion, benefits of participating to the Program for 3DS Champions may include part or all of the following, but are not limited to:

- Recognition (Champion badge, video interview, listing on the community's "People" page)
- Networking (access to a private group of like-minded 3DS fans, invitations to 3DS events, face time with 3DS product team)
- Expertise (opportunities to provide feedback and impact 3DS solutions development through training, certification, user tests, beta programs)

Additional benefits may be outlined in the applicable 3DS Champion community.

6. Intellectual Property

6.1 Authorization granted to 3DS

In connection with their participation to the Program, 3DS Champions authorize 3DS to fix, record, reproduce, represent, adapt, cut, publicly display, broadcast, film, photograph, exhibit, distribute, manipulate, create derivative works, and otherwise use, directly or via a third party, in whole or in part, in any manner, form (notably but not exclusively reduced, enlarged, aggregated or modified), format, partly or as a whole, on any media whatsoever now or hereinafter created (notably but not exclusively on 3DS websites, social networks, forums, press releases, emailing and articles), their image, voice, word, name, position, and any other personal information communicated by them to 3DS, recorded by 3DS and/or displayed online or offline ("Information"). This authorization is granted to 3DS on a worldwide basis and without any compensation whatsoever, including financial, for 3DS internal and external communication and/or marketing activities. This authorization expires once the 3DS Champion is no longer part of the Program, and may be revoked at any time by notification to 3DS using the web form accessible at: <https://www.3ds.com/privacy-policy/contact>.

By posting any Content into public online communities, platforms provided for Program activity, or social media, 3DS Champions grant 3DS a worldwide, royalty-free, sub-licensable, transferable and non-exclusive license to use, copy, distribute, reproduce, modify, create derivative works, translate, adapt to 3DS standards and publicly display, or otherwise use the Content, directly or via a third party, on any material and by any means, known or unknown to this date in any manner, form, or format, partly or as a whole, on any media whatsoever now or hereinafter created, for 3DS internal and external communication and/or marketing activities and for the duration of the legal protection of the intellectual property rights relating to each Content.

3DS Champions hereby acknowledge, consent to, and agree that artificial intelligence technologies may be utilized in connection with the rights and licenses granted under Section 6.

3DS Champions warrant and represent that they have sufficient rights to grant 3DS the foregoing rights and that the Content and the Information comply with applicable laws and regulations and do not infringe any intellectual property rights or other rights of any other person. 3DS Champions warrant and represent that the Content does not contain any malicious code, including malware, trap doors, trojan horses, or other harmful code.

3DS Champions shall fully indemnify 3DS for any loss or damage suffered by 3DS, any of 3DS group companies, and/or any Subcontractor for breach of this clause.

6.2 Authorization granted by 3DS

3DS Champions acknowledge and agree that any software, data and any content provided by 3DS or Subcontractor in connection with the Program may contain proprietary and confidential information that are protected by applicable intellectual property and other laws. 3DS Champions use of any 3DS or Subcontractor software shall be subject to the license terms for said software.

All materials and contents made available by 3DS or Subcontractor to 3DS Champions, either online or offline, including without limitation, data, website design text, software in object and source code (including applets), scripts, downloads, graphics, photos, interactive features and the like and their selection and arrangement, the trademarks, trade names, trade dress, service marks and logos contained therein are owned by or licensed to 3DS.

All rights not expressly granted to 3DS Champions in these Rules are reserved by 3DS or Subcontractor, as applicable.

Subject to the strict respect of these Rules, 3DS Champions are authorized to use a Champion badge which will be granted by 3DS at its sole discretion and according to then applicable branding guidelines that will be communicated along with the badge or by any other means.

None of the materials and contents made available online or offline by 3DS or Subcontractor may be modified, sold, resold, transmitted, published, licensed, transferred or otherwise exploited for any other purpose without 3DS prior written permission.

3DS Champions may not make any derivative use of the contents made available by 3DS or Subcontractor within the Program.

Any unauthorized use terminates the license granted by 3DS as well as the immediate exclusion of the 3DS Champion from the Program.

If there is any case of infringement of 3DS or Subcontractor intellectual property by a third party, or damage to 3DS or Subcontractor by a third party, due to an act or omission of the 3DS Champion, 3DS Champion shall cooperate with 3DS to limit or remedy such infringement or damage.

7. 3DS Champion's liability

3DS Champions do not formally represent 3DS nor do they speak on behalf of 3DS. They shall not in any way act as 3DS's agent.

3DS Champions understand that any Content they may post/publish online and offline is of their sole and unique responsibility and that they are solely responsible for their conduct within the Program.

This means that only 3DS Champions and not 3DS are responsible for all Content they may upload, post, license, sublicense, display or otherwise make available within the Program.

3DS does not endorse and control the Content posted, published, displayed or made available within the Program by 3DS Champions and, as such, does not guarantee the accuracy, integrity or quality of such Content or that it does not violate any laws or rights of others.

3DS Champions acknowledge, consent and agree that 3DS or Subcontractor may, without prior notice or compensation, (i) request 3DS Champions or relevant third parties, as applicable, to remove any Content that violate the Rules and (ii) access, preserve and disclose 3DS Champions' account information, if any, and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- Comply with legal obligations;
- Enforce the Rules;
- Respond to claims that any content violates the rights of third parties; or
- Protect the rights, property or personal safety of any person.

3DS Champions confirm that they (i) have full knowledge of all Rules herein and those incorporated herein by reference, and (ii) agree to be bound by and to comply with such Rules.

8. 3DS exclusion and limitation of liability

Any material or data contained provided by 3DS or Subcontractor within the Program to 3DS Champions are provided “as is” and on an “as available” basis and without warranty, representation, condition or other term of any kind, either express or implied.

3DS excludes all representations, warranties, conditions and other terms which but for this clause might have effect in relation with the material and/or content made available by 3DS or Subcontractor, including but not limited to:

- (a) The implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, use of reasonable care and skill or similar anywhere in the world;
- (b) As to non-infringement of any third party’s intellectual property rights of any content or made available by 3DS or Subcontractor.

3DS Champions expressly agree that their use of any content made available by 3DS or Subcontractor is at their sole risk.

3DS shall use reasonable endeavors to correct any errors or omissions as soon as reasonably practicable after being notified of them.

Any advice or recommendation given by 3DS or 3DS employees or agents to 3DS Champions which is not confirmed in writing by 3DS, is followed or acted upon entirely at 3DS Champions own risk, and accordingly 3DS shall not be liable for any such advice or recommendation which is not so confirmed.

3DS and any of 3DS group companies and the officers, directors, employees, shareholders or agents of any of them exclude all liability and responsibility for any amount or kind of loss or damage that may result in any manner to 3DS Champions in connection with the use of the content made available by 3DS or participation in the Program, including, without limitation, any indirect, punitive or consequential loss or damages and any loss of income, profits, goodwill, data, contracts, use of money, loss or damages arising from or connected in any way to business interruption. 3DS Champions participation is gratuitous and totally voluntary.

Nothing in these Rules shall exclude or limit 3DS liability (i) for death or personal injury caused by 3DS negligence; (ii) for fraud; or (iii) for any liability which cannot be excluded or limited under applicable law.

9. Data Privacy

In order to manage the Program and contact 3DS Champions, 3DS requires that 3DS Champions provide certain personal data. However, a 3DS Champion may provide additional personal data at their discretion.

Personal data may include, but is not limited to:

- First and last name,
- Job title,
- Image,
- Date of Birth,
- Mini bio,
- Organization, organization size,
- Industry and sub-industry sectors,
- Professional and/or personal postal address,
- Professional and/or personal email address,
- Professional and/or personal telephone number(s),

In all cases, however, the Personal Data gathered is limited to data necessary to the purposes described under this Program. Personal data will be deleted as soon as 3DS Champions are no longer part of the Program or participating as an alum of the Program.

3DS Champions are free to decide whether or not to provide all or part of their Personal Data. However, if 3DS Champions choose not to provide part of their Personal Data, the purposes as described in these Rules might not be achieved or not properly achieved.

3DS Champions acknowledge and agree that personal data will be processed for the purposes described in these Rules, according to the 3DS’s Privacy Policy accessible at: <https://discover.3ds.com/privacy-policy>. Subcontractors shall process Personal Data in compliance with Subcontractor’s privacy policy, and agreement terms between 3DS and the Subcontractor. 3DS Champions have the right to access their personal data, to request rectification, completion, update or erasure and to obtain copy of their personal data stored by 3DS subject to technical feasibility. 3DS Champions have a right to restrict processing and to object in relation to specific processing of their personal data. 3DS Champions may exercise these rights at any time by using the web form accessible at: <https://www.3ds.com/privacy-policy/contact>.

10. Electronic communications

When 3DS Champions send e-mails to 3DS, 3DS Champions are communicating with 3DS electronically. 3DS Champions consent to receive communications from 3DS or Subcontractors electronically. 3DS and Subcontractors will communicate with 3DS Champions by e-mail or by posting notices on any website or platform to which access is granted to 3DS Champions. 3DS Champions agree that, to the extent permitted by applicable law, all agreements, notices, disclosures and other communications that 3DS and Subcontractors provide to 3DS Champions electronically satisfy any legal requirement that such communications be in writing.

11. Export

Exchange of information under these Rules is subject to all applicable export laws and regulations. Unless provided for in a separate agreement, neither 3DS Champions nor 3DS shall disclose any information requiring an authorization to be exported unless the authorization is required solely for export to countries subject to trade sanctions.

12. Term and Termination

12.1. - Term

These Rules are applicable to 3DS Champions as of the date of acceptance of their application by 3DS and shall continue for an initial period ending on December 31st of the first full calendar year thereafter (referred to as the "Initial Period"). After the Initial Period, 3DS Champions membership term shall be governed by the Brand Specific Terms.

For the avoidance of doubt, 3DS may revoke membership to the Program of any 3DS Champions and/or terminate the Program and/or these Rules at any time for any reason by giving an 3DS Champions written notice.

Any 3DS Champion may decide at any time not to continue to be part of the Program by sending a written notice to 3DS.

3DS reserves the right at any time to modify or discontinue, temporarily or permanently, the Program (or any part thereof) upon notice. 3DS Champions agree that 3DS shall not be liable to 3DS Champions or to any third party for any modification, suspension or discontinuance of the Program.

12.2. - Effect of Termination

Without limitation, upon termination or expiration of the Agreement, 3DS Champions shall immediately cease using the Champion badge and acting as a 3DS Champion's Program member. Access to any benefit as described in Article 5 will immediately cease and Articles 6 "Intellectual Property", 7 "3DS Champion's liability", 8 "3DS Exclusions and Limitations of Liability", 11 "Export", shall survive termination of this Agreement or Champions participation in the Program.

12.3. - No Termination Compensation

The parties expressly agree that no damages, indemnity or termination benefits whatsoever shall be due or payable to 3DS Champions because of any termination of these Rules.

13. Resolution of disputes

These Rules shall be governed by and construed in accordance with the laws of France.

In the event that difficulties arise with regard to the performance of the obligations set out in this agreement, the parties shall first attempt to reach an amicable resolution thereof.

In the event that the parties are unable to do so within a period of thirty (30) days as from the initial contact made in order to resolve the difficulties, all actions and claims arising from these Rules or 3DS Champion's participation in the Program shall be brought in the competent courts of the jurisdiction of Paris, France. This court shall have exclusive jurisdiction to hear any dispute under this agreement. With the exception of indemnification obligations, each party shall be responsible for the payment of its own legal and/or litigation fees.

Annex B

BRAND SPECIFIC TERMS

CATIA

Participation Requirements-

- CATIA customers only (individual or organization)
- Demonstrated expertise and advance skill in CATIA, evidenced through projects, publications, teachings, or community contributions
- Proven engagement with online CATIA communities (including, but not limited to, sharing knowledge, mentoring, creating technical content or speaking engagements via YouTube, LinkedIn, and SWYM)
- No history of having used or distributed CATIA licenses in violation of 3DS terms and conditions

Renewal Terms-

- Membership shall be reviewed annually
- To maintain active status, the 3DS Champion must show ongoing contributions (such as community activity, project showcases, knowledge sharing, and event participation)
- 3DS may move a 3DS Champion into "Alumni" status during a review period, signifying the 3DS Champion's inactivity while preserving the option to return to active status at 3DS' discretion in the future

ENOVIA

Participation Requirements-

- ENOVIA customers only; 3DS Value Partners, contractors, and students are not eligible
- Member of the ENOVIA User Community

Renewal Terms- A 3DS Champion maintains membership in the program with the provision that 3DS may move a 3DS Champion into "Alumni" status during a review period, signifying the 3DS Champion's inactivity while preserving the option to return to active status at 3DS Champion's discretion in the future.

SOLIDWORKS

Participation Requirements-

- Verified as passing the Certified SOLIDWORKS Professional exam
- Active member of a SOLIDWORKS User Group

- College student or commercial user

Renewal Terms- A 3DS Champion maintains membership in the program with the provision that 3DS may move a 3DS Champion into "Alumni" status during a review period, signifying the 3DS Champion's inactivity while preserving the option to return to active status at 3DS Champion's discretion in the future.

DELMIA

Participation Requirements-

- Active DELMIA customer (no partners, students or contractors)
- Minimum 1 year experience with DELMIA

Renewal Terms- A 3DS Champion maintains membership in the program with the provision that 3DS may move a 3DS Champion into "Alumni" status during a review period, signifying the 3DS Champion's inactivity while preserving the option to return to active status at 3DS Champion's discretion in the future.

SIMULIA

Participation Requirements-

- Active SIMULIA customer
- Minimum 5 years of experience with SIMULIA

Renewal Terms- A 3DS Champion maintains membership in the program with the provision that 3DS may move a 3DS Champion into "Alumni" status during a review period, signifying the 3DS Champion's inactivity while preserving the option to return to active status at 3DS Champion's discretion in the future.

DELMIAWorks

Participation Requirements- Active DELMIAWorks customer (no partners, students or contractors)

Renewal Terms- A 3DS Champion maintains membership in the program with the provision that 3DS may move a 3DS Champion into "Alumni" status during a review period, signifying the 3DS Champion's inactivity while preserving the option to return to active status at 3DS Champion's discretion in the future.