

	<b>PURCHASE ORDER 00304-0000005251</b>	
	Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002	
	CIN # U72200DL2007PTC177161	
	PAN # AACCD7672A Karnataka GST # 29AACCD7672A8ZI Haryana GST # 06AACCD7672A1ZX Maharashtra GST # 27AACCD7672A8ZM Tamil Nadu GST # 33AACCD7672A8ZT West Bengal GST # 19AACCD7672A8ZJ	

<b>BILL TO &amp; SHIP TO:</b> Dassault Systemes India Private Limited The Leela Galeria, Commercial Block, 7th Floor, No. 23, Airport Road, 560008 Bengaluru KA Tel: +91.80.4306.7000	<b>PO Date:</b> 22-Jul-2019
	<b>VENDOR:</b>  <b>Watermark Marketing Pvt Ltd.</b> Gh-8/235, Paschim Vihar 110087 New Delhi DL Tel:+91 9980633727

<b>ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:</b>  3DPLM Software Solutions Pvt. Ltd. Accounts Payable Team Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057 Pune MH India Tel: 91.20.6793.6600
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<b>PLEASE REMEMBER:</b>  A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following: i. Your Company Name with complete address ii. Our PO number and PO Date iii. Your PAN Number iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable v. Service tax Category – As applicable vi. Vendor contact person, email ID and telephone number  B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.  C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.  D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.
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Line	Description	Quantity	UOM	Unit Price	Total	Due Date
1-1	Collateral Development and Data conversion to neolane template	1.00	EA	50,000.00	50,000.00	30/09/2019
Cost Towards Collateral Development & Data Entry Details as per quotation DT 18-Jul-2019						

<b>Freight Terms:</b>	Freight Charges Incl.
<b>Payment Method:</b>	ACH
<b>Payment Terms:</b>	Net invoice date + 45 days
<b>Buyer:</b>	Vivek Kandola
<b>Email:</b>	Vivek.KANDOLA@3ds.com

Currency	INR
<b>Total Purchase Amount (TAX not included)</b>	<b>50,000.00</b>

## DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

**Agreement.** The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

**Order.** The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

**3DS.** 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

**3DS' Obligations.** 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

**Supplier's Obligations.** The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

**Acceptance of the Products and/or Services.** The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

**Transfer of Title.** The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

**Intellectual Property.** The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

**Warranties.** In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

**Price and Payment Procedures.** Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

**Liability and Indemnification.** The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

**Confidentiality.** Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

**Audit.** The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

**Data Privacy.** All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (ii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data. Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

**Insurance.** Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

**Incoterm.** The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

**No Partnership and Labour Law.** The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

**Workforce Stability.** The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

**Social responsibility and anti-bribery.** The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

**Termination.** Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

**Assignment and Subcontracting.** Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

**Entire Agreement.** When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

**Economic Dependency.** The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

**Interpretation.** Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

**Applicable Law and Jurisdiction.** The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

**Miscellaneous.** (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement. (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.