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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 the Dassault Systèmes Group entity identified in the following paragraph ("DS") relating to different offerings consisting of (i) the computer software known as SOLIDWORKS[®] and certain other software licensed by DS (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) and/or content, including databases, 2D and 3D models, in machine-readable form (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 that 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. DS hereby offers you a non-exclusive right to access and/or to download the Offering and to use it 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 Software or installing and using the Software 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 Software and the accompanying items (including written materials) for a refund. For the Offering, this is a license agreement and not an agreement for sale.

The Dassault Systèmes Group entity that is executing this Agreement with you and that grants and provides the licenses to the Offerings under it is determined by the location of your principal place of business or, if you are an individual, your principal residence. The following sets forth the identity of this entity; the governing law and the jurisdiction for any disputes arising out of or related to this Agreement; and the privacy policy applicable to you:

- ***Your Principal Residence or Place of Business:
People's Republic of China (for purposes of this
Agreement, excluding Hong Kong, Taiwan and Macau)***

DS Contracting Entity/Licensor: Dassault Systèmes

SE, a French "société européenne"

Governing Law; Jurisdiction: See Section 18

Privacy Policy: <https://www.3ds.com/privacy-policy/>

▪ ***Your Principal Residence or Place of Business: All Other Locations***

DS Contracting Entity/Licensor: Dassault Systèmes
SolidWorks Corporation, a Delaware corporation

Governing Law; Jurisdiction: Commonwealth of
Massachusetts (USA)

Privacy

Policy: <http://www.solidworks.com/sw/privacypolicy.htm>

1.A. **Grant of License and Use Rights.** DS grants to you a nonexclusive, nontransferable right to use the Offering and the printed and/or electronic user documentation accompanying the Offering (the "Documentation") 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, *provided* you have acquired the Offering from a DS reseller or a subsidiary or affiliated company of DS ("Affiliate") located in the country in which it will be used. The foregoing restriction with respect to the location of the reseller does not apply if (i) you purchase a license for an Offering from a reseller located in any country within the European Union or the European Free Trade Association and (ii) you are located in any country within the European Union or the European Free Trade Association. 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. The foregoing restriction with respect to the location of the reseller does not apply if (i) you purchase a license for an Offering from a reseller located in any country within the European Union or the European Free Trade Association and (ii) you are located in any country within the European Union or the European Free Trade Association. 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. 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 Section 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 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's request, you shall provide DS 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 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 or SOLIDWORKS Manage 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 each SNL is licensed for the country in which it is used. The required number of SNLs to be used in a particular country must be acquired from a DS 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 reseller about this at the time of the order so that the SNLs can be administered properly. The foregoing sentence does not apply if (i) you purchase a license for an Offering from a reseller located in any country within the European Union or the European Free Trade Association and (ii) you are located in any country within the European Union or the European Free Trade Association.
- 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 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 and to SOLIDWORKS Manage Professional licenses. Additional terms and conditions applicable to SOLIDWORKS PDM Standard or Professional licenses and SOLIDWORKS Manage Professional licenses are set forth in Section 1.C below.

You may convert your SNL to a Worldwide SolidNetwork license upon approval by DS, your compliance with DS's reporting and other requirements for license usage, and your payment of the appropriate Worldwide SolidNetwork license fee. Subject to the terms of this Agreement, a Worldwide SolidNetwork license may be "floated" to and used in any geography in the world.

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).

Adobe is either a registered trademark or a trademark of Adobe Systems Incorporated in the United States and other countries.

1.B. Additional License Terms for

eDrawings[®] Professional. SOLIDWORKS eDrawings Professional software is a collaboration tool. SOLIDWORKS eDrawings Professional thus enables you, and DS 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 SOLIDWORKS PDM Standard or Professional and SOLIDWORKS Manage Professional.

(a) DS licenses the SOLIDWORKS PDM Professional and SOLIDWORKS Manage 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 2012 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, SOLIDWORKS PDM Professional software and/or SOLIDWORKS Manage 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, 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 and not under the terms of this Agreement. (d) You agree (i) to allow DS to audit your use of the Oracle Programs, (ii) to provide DS with reasonable assistance and access to information in the course of such audit, and (iii) to allow DS to report the results of such audit to Oracle or to assign to Oracle DS's right to conduct the audit (without any obligation or liability on Oracle to pay your or DS's costs incurred as a result of the audit). (e) You acknowledge that SOLIDWORKS PDM Professional and SOLIDWORKS Manage Professional each 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 and/or SOLIDWORKS Manage Professional, *i.e.*, move SOLIDWORKS PDM Professional or SOLIDWORKS Manage 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 and its licensors.

1.D. Additional License Terms for SOLIDWORKS Education Edition, SOLIDWORKS Research Edition and SOLIDWORKS Student Edition.

a. Definitions. For this Section 1.D., the following terms have the meanings given:

(1) "**Educational Purpose**" means classroom or laboratory learning by Qualified Students or instruction or preparation of courses by Qualified Instructors. Educational Purposes may also include Capstone or other student projects if the work is nonproprietary, does not create or transfer Intellectual Property and the results will become part of the public domain. Educational Purposes do not include Research Purposes, Commercial Purposes or Curriculum Development.

(2) "**Research Purpose**" means any work in which SOLIDWORKS contributes directly to the problem statement, modeling, analysis, outcome or deliverables of a Research Project. Research Purposes do not include Commercial Purposes or Curriculum Development.

(3) "**Commercial Purpose**" means professional consulting, hardware production for resale, job shop activities, services performed under a Technical Services Agreement, corporate or government internships, private tutoring or training of

anyone other than Qualified Students.

(4) "**Curriculum Development**" means creation or modification of instructional materials for resale using the Software. Please refer to the SOLIDWORKS Research Associate Agreement for program details.

(5) "**Qualified Education Institution**" means an accredited non-profit public or private educational institution, an accredited for-profit private/career school, an accredited home school program or an accredited, government-certified apprenticeship or government-certified workforce development program. Qualified Education Institutions do not include non-accredited schools, non-accredited training centers, non-accredited workforce development centers or non-accredited home school programs. Also not included are non-profit learning centers, museums, public libraries, outreach programs, Fab Labs, maker spaces, hacker spaces or hobby centers.

(6) "**Qualified Research Institution**" means a college, university, research laboratory, teaching hospital, non-profit or consortium. Qualified Research Institutions do not include for-profit companies, for-profit research centers, technology incubators, accelerators, non-profit learning centers, museums, public libraries, outreach programs, Fab Labs, maker spaces, hacker spaces or hobby centers. In addition to the qualifications above, additional qualification criteria exist in certain regions:

- **North America:** Qualified Research Institutions also include University Affiliated Research Centers (UARCs) and university-owned research laboratories. Qualified Research Institutions do not include non-profit corporations, Federally Funded Research and

Development Centers (FFRDCs), non-academic non-profit research centers and non-academic or industrial consortia.

- **EMEA:** Qualified Research Institutions also include non-profit or government owned research centers and non-profit consortia.
- **All other regions:** Please contact your local SOLIDWORKS Education representative for specific additional qualification criteria.

(7) "**Qualified Student**" means a full-time, degree-, diploma- or certificate-seeking student at a Qualified Education Institution. Qualified Students must be enrolled in at least six (6) credit hours of courses and/or lab work to be considered full-time. Qualified Students do not include post-doctoral or professional researchers, corporate training program participants, or members of Fab Labs or hobby centers.

(8) "**Qualified Instructor**" means anyone teaching or preparing for one or more courses that require or allow use of the Software as part of the curriculum at a Qualified Education Institution.

(9) "**Qualified Researcher**" means undergraduate students, graduate students, postgraduate students, professors, adjunct professors, faculty and staff of a Qualified Research Institution.

(10) "**Research Project**" means any work performed at a Qualified Research Institution that generates Intellectual Property or is not considered part of a classroom learning experience. Includes work performed under a contractual agreement between a Qualified Research Institution and an external entity, and any work performed with the intent to commercialize or resell products or ideas. Does not include

work performed for Commercial Purposes.

(11) "**Intellectual Property**" means anything that creates commercial value, generates revenue of any kind or increases recognition of an individual or institution.

b. DS offers licenses of SOLIDWORKS Education Edition software ("SWEE") to Qualified Education Institutions, licenses of SOLIDWORKS Research Edition software ("SWRE") to Qualified Research Institutions, and licenses of SOLIDWORKS Student Edition software (the "SWSE") to Qualified Students, all at prices that are significantly lower than the commercial version of SOLIDWORKS. Because of this, each of these Offerings contains use restrictions beyond those in the standard terms and conditions of this Agreement. As a licensee of one of more of these Offerings, you agree to the following in addition to such standard terms and conditions:

(1) Scope of SOLIDWORKS Education Edition ("SWEE")

Licenses: (i) SWEE shall be used only for Educational Purposes by Qualified Students and Qualified Instructors of Qualified Education Institutions. (ii) SWEE shall be installed only on computers owned or leased by a Qualified Student or Qualified Instructor of a Qualified Education Institution. (iii) SWEE shall be managed and maintained only by Qualified Students, Qualified Instructors or faculty or staff of a Qualified Institution. (iv) SWEE is provided as a single-use or SNL installation (see Section 1.A above). SNL installations are for use at single sites only. A single site is one location or campus of a Qualified Education Institution. Multi-site network licenses are also available – please contact your reseller for details. (v) Qualified Education Institutions shall advertise only those courses that require or allow use of SWEE in a physical or digital course catalogue and may not advertise any such

courses via any other printed or digital media. (vi) SWEE contains on-screen and printing features (Watermarks) that identify files as having been created with the "SOLIDWORKS Education Edition." Files created by SWEE may not be used for Commercial or Research Purposes. DS holds no liability or obligation to remove transmitted Watermarks from Research or Commercial files if deliberate or accidental interaction occurs.

(2) Scope of SOLIDWORKS Research Edition ("SWRE")

Licenses: (i) SWRE shall be used only for Research or Education Purposes by Qualified Researchers at Qualified Research Institutions. SWRE shall not be used for Commercial Purposes or Curriculum Development. (ii) SWRE shall be installed only on computers owned or leased by a Qualified Researcher or Qualified Research Institution.

(iii) SWRE shall be managed and maintained only by Qualified Researchers or faculty or staff of a Qualified Research Institution. (iv) SWRE is provided as a single-use or SNL installation. SNL installations are for use at single sites only. A single site is one location or campus of a Qualified Research Institution. Multi-site network licenses are also available – please contact your reseller for details.

(3) Scope of SOLIDWORKS Student Edition ("SWSE")

Licenses: (i) SWSE shall be used only for Educational Purposes by Qualified Students and Qualified Instructors of Qualified Education Institutions. It shall not be used for Research or Commercial Purposes. (ii) SWSE shall be installed only on personal computers owned or leased by a Qualified Student or Qualified Instructor of a Qualified Education Institution. (iii) SWSE is provided as a single-use (stand-alone) license only, and is non-transferrable. SWSE

uses a soft-lock mechanism to limit installation to one computer only. (iv) SWSE may not be resold by any non-authorized companies or individuals. (v) SWSE expires after the number of months specified on the package, e.g., 12 months; does not include subscription service; and is not upgradeable. (vi) SWSE contains on-screen and printing features (Watermarks) that identify files as having been created with the "SOLIDWORKS Student Edition." Files created by SWSE may not be used for Commercial or Research Purposes. DS holds no liability or obligation to remove transmitted Watermarks from Research or Commercial files if deliberate or accidental interaction occurs.

1.E. **Additional Terms for Online Services.**

a. **Additional Definitions.**

Applicable Data Protection Legislation means any applicable data privacy law and all other regulations that may apply to the Processing of Personal Data provided by you.

Customer Data means the data provided by you to DS, whether posted by you or any authorized users, through your use of the Online Services, including Personal Data.

Personal Data means any kind of information relating to an individual as defined by the Applicable Data Protection Legislation.

Process/Processing shall have the same meaning as in the Applicable Data Protection Legislation.

Service Level Agreement means the service level terms for the Online Services published at <http://www.3ds.com/terms/sla>.

b. All Customer Data will remain your sole property or the property of the authorized user(s) who posted such Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of, and obtaining copyright permissions for, all Customer Data. Subject to the terms and conditions of this Agreement, you grant to DS a non-exclusive license to use, copy, store and transmit Customer Data, and have Customer Data used, copied, stored and transmitted by DS Group Companies and DS's subcontractors, to the extent reasonably necessary to provide, maintain and improve the Online Services. You shall defend the DS and the other DS Group 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 Customer Data. In addition, you shall pay all costs, damages and expenses (including reasonable legal fees) finally awarded against DS 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 provides you with prompt written notice of the claim, and (ii) DS 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. Customer Data Storage. As part of the Online Services and if available in the applicable Offering Specific Terms (OST), DS will provide storage of Customer Data for the duration of the Online Services and within the storage size limits defined in the OST. Should you exceed such storage limits, you shall remedy this situation within fifteen (15) days of notice from DS by ordering the necessary additional storage capacity or by reducing the size of the stored Customer Data.

d. DS Obligations. DS will provide Online Services in accordance with the then-applicable Service Level Agreement. Customer Data shall be considered as confidential (i) during the period when the Online Services are *provided*, and (ii) for a period of one (1) year following termination or expiration thereof for Customer Data that have not been destroyed by you upon such termination or expiration. DS will make commercially reasonable efforts to implement security processes for the Online Services and Customer Data (i) consistent with industry standards for similar services and (ii) using no less than the same degree of care that it uses with respect to its own confidential information of a similar nature to avoid disclosure, publication or dissemination of such Customer Data. DS is authorized to disclose Customer Data to third parties who have entered into an appropriate confidential disclosure agreement with DS to the extent necessary to provide, maintain and improve the Online Services.

This obligation of confidentiality shall not apply to any information that: (i) is already in the possession of DS without any obligation of confidentiality at the time the information was received from you; (ii) is independently developed by DS without reference to the Customer Data; (iii) is or becomes publicly available without breach of this Agreement; (iv) is rightfully received by DS from a third party without an obligation of confidentiality; (v) is released for disclosure by you with your written consent; or (vi) is required to be disclosed in accordance with a judicial or administrative decision but solely with respect to such judicial or administrative entity, *provided* DS provides prompt information to you and reasonably cooperates with you to limit the disclosure and use of the applicable information according to

the decision.

e. 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 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 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 Customer's 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.

f. Third-Party Content. DS 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.

g. Terms Applicable to European Union (EU), Iceland, Liechtenstein and Norway Residents.

(i) Definitions - Definitions for this subsection (g):

"Applicable Data Protection Legislation" means as, from 25 May 2018, the Regulation (EU) 2016/679 (General Data Protection Regulation) and any delegated and implementing acts adopted in accordance with the General Data Protection Regulation and the member state's laws specifying the provisions of the General Data Protection Regulation

applicable to the Processing implemented.

"Controller", "Data Subject", "Personal Data", "Process/Processing", "Processor" and "Personal Data Breach" shall have the same meanings as in the Applicable Data Protection Legislation.

"Sub-Processor" means any Processor appointed by DS or by any other Sub-Processor of DS that receives, from DS or from any other Sub-Processor of DS, Personal Data for the sole and exclusive purpose of Processing activities to be carried out on your behalf in accordance with the terms of this Agreement and the terms of a written subcontract if applicable.

(ii) Data Privacy. You acknowledge and agree that you are and shall at all times remain, the sole Data Controller of the Personal Data that will be Processed as part of your access to and use of one or more Offerings, and thus shall be responsible for complying with all Applicable Data Protection Legislation, including but not limited to (i) transfer of Personal Data, (ii) information of Data Subjects, and (iii) access, modification, and deletion rights of Data Subjects. DS, as the Data Processor, will collect, store and process the Personal Data in accordance with this Agreement.

(iii) Location of Data Processing. In order for DS to provide Online Services and support services, you hereby appoint DS as Processor and agree that Personal Data provided by you ("Your Personal Data") may be transferred to and stored, accessed, and Processed in any country in which DS or its Affiliates or subcontractors are located. DS will ensure that the same data protection obligations as set forth in this Agreement shall be imposed on the Sub-Processors by way of a contract and/or the standard contractual clauses from the

European Commission in such a manner that the Processing will meet the requirements of the Applicable Data Protection Legislation.

(iv) DS Obligations. DS, as a Processor, will:

- to the maximum extent permitted by applicable law or for the duration of licensed use of the Offering(s), whichever is longer, Process Your Personal Data in accordance with this Agreement and your written reasonable instructions, which shall in all circumstances be consistent with this Agreement;
- ensure that any and all persons who are authorized to Process Your Personal Data are bound by appropriate obligations of confidentiality;
- reasonably assist you in ensuring compliance with your obligations as a Data Controller regarding Sections 32 to 36 of the General Data Protection Regulation, taking into account the nature of Processing as described in this Agreement. If DS has reason to believe that a Personal Data Breach affecting you has occurred, DS will (i) notify you of the Personal Data Breach promptly after DS becomes aware of such Personal Data Breach, and (ii) provide you with all relevant and available information to allow you to comply with your notification obligations with competent supervisory authority;
- reasonably assist you to fulfill your obligations in response to requests from Data Subjects to exercise their rights under Applicable Data Protection Legislation in a manner consistent with the use of the DS Offering(s) and DS's role as a Processor;
- make available to you all information in DS's possession needed to demonstrate your compliance with your

obligations as required by the Applicable Data Protection Legislation and reflected in this section and, in the event compliance with Applicable Data Protection Legislation cannot be evidenced through the appropriate documentation provided by DS, allow for an audit. You shall notify DS in writing of any such audit at least thirty (30) days in advance by indicating the audit's scope, which shall be limited to assessing your compliance when the documentation provided by DS does not demonstrate such compliance, such audit shall be conducted by an independent auditor chosen by you at your cost and shall be performed not more than once every twelve (12) months;

- keep a list of the Sub-Processors that will be involved in the Processing of Your Personal Data due to the Processing activities implemented on your behalf and inform you of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving you the opportunity to object to such changes. You will be notified at least fifteen (15) days in advance before authorizing any new Sub-Processor to Process Your Personal Data with a mechanism to obtain notice of that update, except in case of emergency. You may reasonably object to DS's use of a new Sub-Processor if (i) such new Sub-Processor Processes Your Personal Data, and (ii) you demonstrate that you have a legitimate interest and notify DS, in writing, within fifteen (15) days after your receipt of the notice, it being understood and accepted that, in the absence of an objection from you, you shall be deemed to have accepted the Sub-Processor. If you notify DS of your objection related to the new Sub-Processor within the above timeframe, you may terminate the DS Offering(s) affected by this change of Sub-Processor within fifteen (15) days after DS's receipt of such notice; and

- upon termination or expiration of this Agreement, delete or return all of Your Personal Data to you, at your option, and delete all existing copies, except where applicable law requires retention of Your Personal Data or where Your Personal Data is necessary for proof purposes during the applicable statute of limitation.

1.F. Security Mechanisms. DS 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 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 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. 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 <http://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 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 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 Section 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 Section 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 for such usage/distribution. Other than as expressly set forth in Section 12, 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, 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 and its licensors.

4. **Subscription Service.** If you acquire subscription service from your reseller for the Offering that you have licensed hereunder by paying the fee for such service, 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 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. Any Offering that is delivered as an upgrade or update to a previous version of the licensed Offering must replace such 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 <http://www.3ds.com/terms/support-policies> for the term of the services, *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 with certain information about yourself, including, but not limited to, your name and email address. DS 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 privacy policy as indicated in the second paragraph of this Agreement, which policy may be updated from time to time without notice. Information collected by DS in connection with your registration for the Offering may be stored and processed in the United States or any other country in which DS, 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 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 Section 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 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 DS's receipt of written notice thereof. Otherwise, you or DS 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 may change or modify the Online Services at any time. DS will not materially diminish the Online Services during the term of the Offering. Nothing in this paragraph shall require DS to continue to provide any portion of the Online Services if this would result in DS's 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 or destroy all copies of the Offering and

Documentation covered by such right as instructed by DS and shall no longer have access to the Online Services and to subscription service. If you terminate Online Services for noncompliance by DS of the Service Level Agreement, DS will reimburse you for any prepaid but unused recurring fees as of the termination date. This refund represents DS's sole liability and your sole remedy for DS's failure to provide Online Services.

The provisions of Sections 1.E.b, 1.E.d, 1.E.e., 1.F, 2, 3, 5, 6, 8, 10, 11, 12, 13 and 14 of this Agreement and the Country Specific Terms for the People's Republic of China (if applicable) 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 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 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 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's 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 or DS's 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's 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; (iii) combination of the Software with products, material or software not provided by DS 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.

c. **Limitations on Warranties.** The express warranty set forth in this Section 8 is the only warranty given by DS 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 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 Section 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 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's and its licensors' liability. Except as required under local law, the liability of DS 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 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 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 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 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 arising out of such claim, provided (i) you provide DS with prompt written notice of the claim, and (ii) you give DS 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's reasonable opinion an Offering is likely to become the subject of such a claim (or likely to be made), DS may at DS's 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's judgment, DS may terminate the licenses to the Offering and/or terminate the Online Services. For perpetual licenses, DS 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 shall refund all prepaid but unused fees paid hereunder for the affected Online Services or licenses.

DS 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, (ii) the use of one or more Offerings in combination with other hardware, data or programs not specified by DS, or (iii) the use of corrective patches or Releases other than the most recent one.

This Section 8.e states DS's 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 by providing DS electronically with the information requested in the installation process. Upon receipt of the registration information, DS 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 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 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 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 and location 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 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 to verify your compliance with the terms of this Agreement. For such purpose, DS may conduct an audit on your premises (or on the premises where the Offering is installed for your use) during normal business hours, in a manner that minimizes disruption to your business. DS may require you to provide it, or any third party that DS engages to conduct such verification, with machine access, copies of system tools outputs, or other electronic or hard-copy system information as appropriate and allow execution of all appropriate tools generating audit records. If the audit reveals unauthorized use of the Offering, you shall promptly pay to DS 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 for the cost of such audit. By invoking the rights and procedures described above, DS does not waive its right to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

12. **Third-Party Hosting.** You are authorized to install and use one or more SNL versions of the Offering remotely on computers operated by a well-established, reputable third-

party service provider, and to appoint such service provider to operate the hardware and manage the Offering solely for you and on your behalf; *provided*, however, (i) such authorization applies to SNL versions of the Offering only, (ii) only duly authorized users shall have the right to use the Offering, (iii) you shall enter into a written agreement with such service provider under which the service provider agrees that its access to the Offering is solely for the purpose of providing the services mentioned above to you and is otherwise subject to all of the restrictions and limitations contained in this Agreement, and (iv) such service provider is not a competitor of DS or any Affiliate. You acknowledge and agree that the service provider shall be deemed your agent. If you become aware of any actual or suspected unauthorized access, use or disclosure of the Offering, you shall immediately terminate the service provider's access to the Offering. You shall defend and indemnify DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees) that arises out of or in any way relates to any such service provider's access to or use of the Offering.

The SQL Server Standard licenses provided with SOLIDWORKS PDM Professional and SOLIDWORKS Manage cannot be moved to a public cloud service, *i.e.*, a computing service offered by a third-party provider over the Internet. Other special restrictions apply with respect to the deployment of SOLIDWORKS PDM Professional and SOLIDWORKS Manage on third-party servers.

13. 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 and its 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.

14. General Provisions. This Agreement is the complete and exclusive statement of your agreement with DS relating to the Offering and subscription service and supersedes any other agreement, oral or written, or any other communications between you and DS relating to the Offering and subscription service; *provided*, however, this Agreement shall not supersede the terms of any signed agreement between you and DS relating to the Offering and subscription service. This Agreement shall be governed by and construed and enforced in accordance with the laws of the applicable country indicated in the second paragraph of this Agreement, without regard to its conflicts of laws principles and/or 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.

15. U.S. Government Restricted Rights(if you are contracting with or on behalf of the United States Government). 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 you receive a request from any agency of the U.S. Government to provide the Offering with rights beyond those set forth above, you will notify DS of the scope of the request and DS will have five (5) business days to, in its sole discretion, accept or reject such request. Contractor/Manufacturer (for purposes of this Section 15): Dassault Systèmes SolidWorks Corporation, 175 Wyman Street, Waltham, Massachusetts 02451 USA.

16. **Licenses in Canada**. If your principal place of business is 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.

17. **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.

Windows Desktop Search is covered by the MSN Privacy

Statement (<https://privacy.microsoft.com/en-us/privacystatement>).

Country Specific Terms for the People's Republic of China

(for purposes of this Agreement, excluding Taiwan, Hong Kong and Macau)

("China")

In addition to the provisions above, the following terms and apply to Offerings licensed and/or used by customers whose principal place of business or principal residence is China:

18. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regards to any conflict of laws principles and excluding application of the United Nations Convention on Contracts for the International Sale of Goods.

All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause, by one arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Hong Kong and shall be conducted in English. The seat of arbitration shall be Hong Kong. The decision resulting from the arbitration and the arbitration award shall be final and binding on the parties, and the parties agree to be bound

thereby and to act accordingly. The prevailing party shall be entitled to fees and costs.

You acknowledge and agree that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, DS's right to seek injunctive relief, or commence preparatory proceedings arising out of, or in connection with, the validity, interpretation and/or performance of this Agreement, or to resolve any dispute involving the ownership of any intellectual property rights, before any competent court in any jurisdiction.

19. Additional Terms for Online Services in China.

a. In using the Online Services, you warrant that you have obtained all relevant approvals, licenses and permissions in accordance with all applicable laws and regulations. You further warrant that you will strictly comply with all applicable laws and regulations in using the Online Services. In particular, you warrant that:

(i) neither you nor any of your authorized users will publish anything in the use of the Online Services that may:

1. be against basic principles set forth in the Constitution of China;
2. jeopardize China's national security, disclose national secrets, subvert state power, or undermine national reunification;
3. impair China national honor and interests;
4. incite ethnic hatred and discrimination, and undermine ethnic unity;
5. undermine China's national religious policies, or preach cult and feudalistic superstition;
6. spread rumors, disturb the social order and undermine social stability;

7. spread obscenity, pornography, gambling, violence, murder, terrorism or subornation;
8. insult or slander others, or infringe other people's legitimate rights and interests; or
9. contain other contents prohibited by any applicable laws and regulations (including, without limitation, to the laws and regulations of China).

(ii) neither you nor any your authorized users will use the applicable Online Services to:

1. access the computer information networks or use computer information network resources without proper permission;
2. delete, modify or add computer information network functions without permission;
3. delete, modify, or add data and applications stored in or transmitted through a computer information network without permission;
4. deliberately create and disseminate destructive programs including computer viruses; or
5. conduct other activities that may jeopardize the security of computer information networks.

b. You further represent and warrant that all Customer Data and other contents created, posted, stored and processed by you or your authorized users in using the applicable Online Services are for your technical use only, and you will use the applicable Online Services in full compliance with this Agreement and the applicable laws and regulations for lawful purposes.

c. You and your authorized users are obligated to comply with all applicable laws and regulations regarding real-name

authentication. You can subscribe to and use the applicable Online Services only after the identities and qualifications of you and your authorized users have been verified. You and your authorized users have full legal capacity for civil rights and civil liabilities. You and your authorized users shall be liable for any information that you provide according to any relevant laws, regulations, and the terms of this Agreement. DS reserves the right to verify the authenticity of your and your authorized users' respective identities under applicable laws and regulations, and you agree to provide DS with any necessary cooperation.

d. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that, in any of the following events, DS has the right to take actions, including, but not limited to, deleting or shielding related Customer Data or content, disconnecting links, suspending Online Services and accounts, terminating Online Services, accounts, and this Agreement, and that you will be liable for any associated consequences and shall indemnify DS against any claims, and hold DS harmless against any losses (including but not limited to administrative penalties), related to:

(i) violation by you or any of your authorized users of any provisions of this Agreement (including, without limitation, to any other terms that are specific terms relating to identified Software or Online Services and published at <http://www.3ds.com/terms/ost>;

(ii) violation by you or any of your authorized users of any service rules or policies listed on the relevant websites; or

(iii) violation of any applicable laws and regulations by you or any of your authorized users.

