ENTREPRENEUR SPONSORSHIP AGREEMENT
BETWEEN
DASSAULT SYSTEMES SOLIDWORKS CORPORATION
AND
[Company Name]

THIS SPONSORSHIP AGREEMENT ("Agreement") is dated this [Date] ("Effective Date"), by and between Dassault Systemes SolidWorks Corporation, a Delaware corporation with its principal office at 175 Wyman Street, Waltham, Massachusetts 02451-1223 ("DS SolidWorks"), and [Company Name] with its principal office at [Address] ("Recipient") (each a "Party" and collectively, the "Parties").

WHEREAS, DS SolidWorks develops and/or distributes software tools that allow users to create, simulate, publish, and manage their data (the "Software"); and

WHEREAS, Recipient will use DS SolidWorks software licenses at the [Company Name] office space located at [Address] ("the [Space Name] Space"); and

NOW, THEREFORE, in furtherance of the foregoing, and in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>DS SolidWorks Obligations</u>. DS SolidWorks shall provide to Recipient for use by start-up companies located at the [Space Name] Space (each a "Resident Start-up Company"), and Recipient shall accept, the following floating licenses:

    a. A network of ten (10) licenses of SolidWorks® Premium software; and

    b. ten (10) licenses of SolidWorks Simulation Premium software; and

    c. ten (10) licenses of SolidWorks Composer software; and

    d. ten (10) licenses of SolidWorks Flow with ECM and HVAC; and

    e. ten (10) licenses of SolidWorks Plastics Premium ; and

    f. ten (10) licenses of SolidWorks MBD Standard; and

    g. ten (10) licenses of SolidWorks Electrical Professional; and

    h. ten (10) licenses of SolidWorks Visualize Professional; and

    i. ten (10) licenses of SolidWorks PCB; and

    j. ten (10) licenses of SolidWorks CAM Professional;

(collectively, the "Software").

In addition, DS SolidWorks shall provide to Recipient an online-based services offering comprised of access to MYSoliDWorks and the SolidWorks Forums and telephone installation support by Recipient's local DS SolidWorks reseller ("Reseller"). Recipient may purchase technical support and product training separately from Reseller.

2. <u>Recipient's Obligations</u>. To use the Software, Recipient must agree to the Dassault Systemes License, Online and Subscription Service Agreement ("EULA"), a copy of which may be viewed at www.solidworks.com. The EULA must be agreed to prior to use of the Software, for example when presented upon installation of the SOLIDWORKS software provided pursuant to this Agreement. In

addition, Recipient is encouraged, but not obligated, to participate in co-marketing activities as set forth in Appendix A.

3.   <u>Third Party Access to the Software</u>. The parties agree to that, for purposes of this Agreement only, Section 3 of the EULA is hereby amended to allow Recipient to provide access to and use of the Software by one or more Resident Start-Up Companies in addition to a third party requiring access to SOLIDWORKS PDM Standard or Professional via a Web client or directly via a VPN.

4.   <u>Confidentiality</u>. In the course of performing its obligations under this Agreement, a Party may have access to the other Party's business and product plans, strategies and proprietary materials such as documentation and software, and other materials and information that are the valuable confidential, proprietary, or trade secret of such Party (collectively, "Information"). All Information provided by one Party to the other Party or to which a Party gains access pursuant to this Agreement that is designated as confidential whether orally or in writing, or that reasonably should be understood to be confidential given the nature of the Information and the circumstances of disclosure shall be deemed confidential and shall be maintained as such by each Party ("Confidential Information"). However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is required to be disclosed in accordance with a judicial or governmental order or decree, provided that the Receiving Party provides prompt notice of the order or decree to the Disclosing Party and reasonably cooperates with the Disclosing Party to limit the disclosure and use of the applicable information.

Each Party agrees to take reasonable precautions to safeguard the confidentiality of such Confidential Information and to limit access to the Confidential Information to such Party's employees and contractors who require such access to perform under this Agreement. Each Party shall be liable to the other Party for the acts and omissions of its employees and contractors with respect to this Confidentiality section and the obligations arising hereunder. Each Party further agrees to return all written Confidential Information of the other Party upon termination of this Agreement or at such other time as may be requested by the other Party. No Party shall disclose the nature of this Agreement or any of the Confidential Information of the other Party to any third party without the prior written consent of such other Party. In the event of a breach of any of the confidentiality provisions, the Parties agree that the harm suffered by a Party might not be compensable by monetary damages alone and, accordingly, that a Party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction or injunctions against such breach.

5.   <u>Term and Termination</u>. This Agreement shall become effective as of the Effective Date when executed by both Parties' authorized and respective representatives and shall continue for one (1) year from its Effective Date, after which the Agreement will automatically renew unless or until otherwise terminated. This Agreement may be terminated by a Party immediately in the event of a breach by the other Party, provided the Party seeking to terminate has given the other Party at least fifteen (15) days written notice and an opportunity to cure such breach (except where a breach is by nature incapable of cure). In addition, a Party may terminate this Agreement for any reason or no reason by giving the other Party not less than thirty (30) days prior written notice of termination. Furthermore, notwithstanding any terms to the contrary, DS SolidWorks may immediately terminate this Agreement and the EULA if (a) Recipient no longer occupies the [Space Name] Space, or (b) the [Company Name] program ends.

6. <u>Survival of Terms</u>. Sections 4, 5, 7, 8 and 9 hereof shall survive and remain in effect notwithstanding the termination or expiration of this Agreement.

7. <u>Assignment</u>. This Agreement may not be assigned by a Party without the express, prior, written consent of the other Party, except that either party may assign this Agreement in its entirety without consent of the other party, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. If an assignment is authorized under this Agreement or applicable law, all terms and conditions shall be binding on the assigning Party's successors and assigns.

8. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all prior written or oral agreements with respect to the subject matter hereof. This Agreement may not be modified or amended without the express written agreement of the other Party. Waiver of any provision of this Agreement by a Party shall not constitute a waiver of any other provision or waiver of the same provision at any other time.

9. <u>Governing Law</u>. Unless expressly prohibited by applicable local law or regulation, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles.

DASSAULT SYSTEMES
    SOLIDWORKS CORPORATION

[Company Name]

By: _____
          Signature

By:_____
          Signature

Name: ___G. Marie Planchard_____
          Print Name

Name:_____
          Print Name

Title: ___Director of Education Portfolio_____

Title: _____

       ___Business Development_____

_____

Date: _____

Date: _____

Appendix A

Co-marketing and Customer Success. To maximize the benefits of this program to both Parties, Recipient is encouraged to perform the following functions and activities:

a. Designate DS SolidWorks as a sponsor on Recipient's Web site on the page publicizing its sponsors (currently [URL]) by placing the SOLIDWORKS logo with a link to the DS SolidWorks website (http://www.solidworks.com). This will allow DS SolidWorks to refer other prospects to Recipient's web site with minimal potential conflicts of interest.

An electronic image file of the SOLIDWORKS logo that shall be used without any alternations will be sent by DS SolidWorks to Recipient, a visible example of which is shown in Attachment A. In DS SolidWorks' sole discretion, the logo used to designate DS SolidWorks as a sponsor may be changed at any time.

b. Allow DS SolidWorks and/or DS SolidWorks reseller to provide representatives to attend, and if appropriate, speak at Recipient's [Company Name] events at mutually agreeable times. Allow Reseller to have prospects attend mutually agreed-upon events. This will allow Reseller to build networking opportunities for Recipient's participating entities within the massive SOLIDWORKS community.

c. Allow DS SolidWorks and/or DS SolidWorks reseller to provide training sessions at the [Space Name] Space at mutually agreeable times. Reseller, to the best of its abilities, will use these sessions to share product information, design and fabrication best practices, manufacturing connections, and other relevant and useful information to the Recipient's participating entities.

d. Use reasonable efforts to obtain written consents and authorizations from Resident Start-up Companies to allow DS SolidWorks and Reseller to showcase in a press release, case studies, or other mutually beneficial format models and/or products developed using SOLIDWORKS® software.