

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### 3DEXPERIENCE for Consumers

## ONLINE SERVICES

If you are a Consumer, as referred to in the Agreement (as defined hereunder), Customer shall be understood as Consumer in this entire document.

This OST (Offering Specific Terms) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between DS and Customer ("Agreement"), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the Online Services to which this OST applies. Customer acknowledges that (i) it has full knowledge of all the terms of this OST and those incorporated herein by reference, and (ii) this OST applies to any Release available from December 2<sup>nd</sup>, 2022.

## 1. PRICING STRUCTURES

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

## 2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

### 2.1 GENERAL RULES

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

➤ **Named User Based**

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

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

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

Moreover, by ordering a DS Offering under this applicable OST, Customer is granted the right to access and manage one (1) online environment ("Platform") in which DS Offerings are assigned.

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

Images, videos, and texts presenting DS Offerings functionalities and included as marketing materials in the DS Offering are not contractual. Customer shall only refer to the Documentation with respect to the DS Offerings functionalities.

### 2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

#### **3DEXPERIENCE for Makers business category**

Access to DS Offerings listed below in Table 1 is granted only to User who is any individual creating projects for personal use such as hobby, being specified that such use shall not be for commercial purpose or gain above two thousand (2,000) USD/EUR annually or equivalent amount for other currencies. However if DS suspects any commercial use or purpose, in breach of the above mentioned definition (in particular, but not limited to, regarding data connection, credit card, usage hours and/or any public information), DS may request additional information to the Customer in order to demonstrate Users' compliance with the terms of the Agreement.

Table 1

DS Offering Name	Product Number
<i>Collaborative Industry Innovator</i>	6NP-CSV-MC
<i>3DSwymer</i>	6NP-IFW-MC
<i>3D Creator</i>	6NP-WXD-MC
<i>3D Sculptor</i>	6NP-XFO-MC
<i>3DEXPERIENCE SOLIDWORKS Professional</i>	6NP-XWB-MC
<i>NC Shop Floor Programmer</i>	6NP-NSR-MC
<i>3DEXPERIENCE SOLIDWORKS for Makers</i>	6NB-3SME-MC

Access to the **3DEXPERIENCE SOLIDWORKS for Makers (6NB-3SME-MC)** Packaged Offering provides access to the Online Services listed below in Table 2; all these Online Services should be operated together. The terms and conditions related to these Online Services can be found in the Product Portfolio.

Table 2

DS Offering Name	Product Number
<i>Collaborative Industry Innovator</i>	6NP-CSV-MC
<i>3DSwymer</i>	6NP-IFW-MC
<i>3D Creator</i>	6NP-WXD-MC
<i>3D Sculptor</i>	6NP-XFO-MC
<i>3DEXPERIENCE SOLIDWORKS Professional</i>	6NP-XWB-MC
<i>NC Shop Floor Programmer</i>	6NP-NSR-MC

At any given time, Customer can authorize, in a given Platform, up to four (4) additional Named Users to use the DS Offerings assigned to such Platform.

### Online disk space

Access to the Online Services listed below in Table 3 provides the right to use the corresponding online disk space.

Table 3

DS Offering Name	Product Number	Online disk space [GB]
<i>3DEXPERIENCE SOLIDWORKS for Makers</i>	6NB-3SME-MC	Five (5)

For one (1) Platform, such disk space is shared among all the authorized Users. Such online disk space belonging to one (1) Platform cannot be transferred to another Platform.

### 3DEXPERIENCE for Students business category

Access to DS Offerings listed below in Table 4 is granted only to Customer who is any individual enrolled in good faith as a student in an academic program.

Table 4

DS Offering Name	Product Number
<i>Collaborative Industry Innovator Student</i>	6NP-CSV-STU-AC
<i>3DSwymer Student</i>	6NP-IFW-STU-AC
<i>Electromagnetics Engineer Student</i>	6NP-IEM-AC
<i>Collaborative 3DEXPERIENCE Engineer Student</i>	6NP-IWR-AC
<i>3D Innovator Student</i>	6NP-IXI-AC
<i>3D Designer Student</i>	6NP-IXW-AC
<i>3DEXPERIENCE CATIA Student</i>	6NP-IYI-AC
<i>3DEXPERIENCE Engineer Student</i>	6NP-IYR-AC
<i>3DEXPERIENCE SOLIDWORKS Student</i>	6NP-IYW-AC
<i>3DEXPERIENCE CATIA for Students</i>	6NB-I3I-STU-AC
<i>3DEXPERIENCE Engineer for Students</i>	6NB-I3R-STU-AC
<i>3DEXPERIENCE SOLIDWORKS for Students</i>	6NB-I3W-STU-AC
<i>SOLIDWORKS Cloud Apps for Students</i>	6NB-I4W-STU-AC

Access to the **3DEXPERIENCE SOLIDWORKS for Students (6NB-I3W-STU-AC)** Packaged Offering provides access to the Online Services listed below in Table 5; all these Online Services should be operated together. The terms and conditions related to these Online Services can be found in the Product Portfolio.

Table 5

DS Offering Name	Product Number
<i>Collaborative Industry Innovator Student</i>	6NP-CSV-STU-AC
<i>3DSwymer Student</i>	6NP-IFW-STU-AC
<i>3D Designer Student</i>	6NP-IXW-AC
<i>3DEXPERIENCE SOLIDWORKS Student</i>	6NP-IYW-AC

Access to the *SOLIDWORKS Cloud Apps for Students (6NB-I4W-STU-AC)* Packaged Offering provides access to the Online Services listed below in Table 6; all these Online Services should be operated together. The terms and conditions related to these Online Services can be found in the Product Portfolio.

**Table 6**

DS Offering Name	Product Number
<i>Collaborative Industry Innovator Student</i>	6NP-CSV-STU-AC
<i>3DSwymer Student</i>	6NP-IFW-STU-AC
<i>3D Designer Student</i>	6NP-IXW-AC

Access to the *3DEXPERIENCE CATIA for Students (6NB-I3I-STU-AC)* Packaged Offering provides access to Online Services listed below in Table 7; all these Online Services should be operated together. The terms and conditions related to these Online Services can be found in the Product Portfolio.

**Table 7**

DS Offering Name	Product Number
<i>Collaborative Industry Innovator Student</i>	6NP-CSV-STU-AC
<i>3DSwymer Student</i>	6NP-IFW-STU-AC
<i>3D Innovator Student</i>	6NP-IXI-AC
<i>3DEXPERIENCE CATIA Student</i>	6NP-IYI-AC

Access to the *3DEXPERIENCE Engineer for Students (6NB-I3R-STU-AC)* Packaged Offering provides access to Online Services listed below in Table 8; all these Online Services should be operated together. The terms and conditions related to these Online Services can be found in the Product Portfolio.

**Table 8**

DS Offering Name	Product Number
<i>Collaborative Industry Innovator Student</i>	6NP-CSV-STU-AC
<i>3DSwymer Student</i>	6NP-IFW-STU-AC
<i>Electromagnetics Engineer Student</i>	6NP-IEM-AC
<i>Collaborative 3DEXPERIENCE Engineer Student</i>	6NP-IWR-AC
<i>3DEXPERIENCE Engineer Student</i>	6NP-IYR-AC

User is granted the right to use one (1) and only one (1) *3DSwymer Student (6NP-IFW-STU-AC)* whatever DS Offerings purchased.

#### **Online disk space**

Access to the *3DSwymer Student (6NP-IFW-STU-AC)* Online Service provides the right to use five (5) GB of online disk space.

### **3. OTHER PERMITTED USES FOR DS OFFERINGS**

#### **3DEXPERIENCE for Makers business category**

##### **Cross-Customers collaboration**

If so specified in the Documentation applicable to a given Online Service, a User authorized to use a Customer's Online Service under the Named User Based licensing scheme can be invited to use some Licensed Programs included in such Online Service (excluding any other related services such as but not limited to the online disk space) on a Platform that belongs to another Customer.

#### **3DEXPERIENCE for Students business category**

##### **Certification exams**

For some Online Services, User has access to certification exams during the term of DS Offerings. Until a given exam is passed, consecutive attempts are separated by at least fourteen (14) days alternating with at least one hundred eighty (180) days.

### **4. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS**

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

#### **4.1 OPEN SOURCE COMPONENTS**

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

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

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

## **4.2 ADDITIONAL THIRD PARTY TERMS**

The following terms apply in addition to the Agreement:

### Adobe® PDF

When working with the Adobe® PDF software, Customer may embed copies of the font software into Customer's electronic documents for the purpose of printing, viewing and editing the document. If the font software that Customer is embedding is identified as "licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, Customer may also embed copies of that font software for the additional purpose of editing Customer's electronic documents. No other embedding rights are implied or permitted under this license. Adobe is either a registered trademark or a trademark of Adobe Systems Incorporated in the United States and other countries.

### Box services

If Customer authorizes its authorized users to use their Box accounts in conjunction with the use of the Online Services, Customer acknowledges and agrees to comply with the following additional terms:

1. Use of Box services by the authorized users is under Customer's sole responsibility, including but not limited to, compliance with Applicable Data Protection Legislation, any other applicable law, regulation, and the Box terms and conditions.
2. Access to Box services through Online Services may be limited, suspended and/or terminated at any time without prior notice from DS.

### Dropbox services

If Customer authorizes its authorized users to use their Dropbox accounts in conjunction with the use of the Online Services, Customer acknowledges and agrees to comply with the following additional terms:

1. Use of Dropbox services by the authorized users is under Customer's sole responsibility, including but not limited to, compliance with Applicable Data Protection Legislation, any other applicable law, regulation, and the Dropbox terms and conditions. In particular, Customer shall describe in its data privacy policy what Personal Data are collected and how they are used and shared when using Dropbox services, as described in the Documentation.
2. Access to Dropbox services through Online Services may be limited, suspended and/or terminated at any time without prior notice from DS.

### Google Drive services

If Customer authorizes its authorized users to use their Google Drive accounts in conjunction with the use of the Online Services, Customer acknowledges and agrees to comply with the following additional terms:

1. Use of Google Drive services by the authorized users is under Customer's sole responsibility, including but not limited to, compliance with Applicable Data Protection Legislation, any other applicable law, regulation, and the Google terms and conditions.
2. Access to Google Drive services through Online Services may be limited, suspended and/or terminated at any time without notice from DS.

Use of Google Drive services by the authorized users implies that Customer grants to Google, for the sole purpose of enabling Google to provide, secure, and improve the Google Drive services, a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and non-exclusive license to Use Customer Data authorized users' Google Drive accounts through Online Services. "Use" means use, host, store, modify, communicate, and publish.

### OneDrive services

If Customer authorizes its authorized users to use their OneDrive accounts in conjunction with the use of the Online Services, Customer acknowledges and agrees to comply with the following additional terms:

1. Use of OneDrive services by the authorized users is under Customer's sole responsibility, including but not limited to, compliance with Applicable Data Protection Legislation, any other applicable law, regulation, and the OneDrive terms and conditions.
2. Access to OneDrive services through Online Services may be limited, suspended and/or terminated at any time without prior notice from DS.

### The MathWorks

Customer waives any and all claims related to the Agreement or the Online Services or Documentation, for any direct, indirect, incidental or consequences damages or any obligation to provide remedial actions, on any basis, against The MathWorks and its licensors.

#### Sencha components

Customer is not authorized to use Sencha components in any other application other than the one with which it is distributed.

#### Oracle

The following terms also apply if Customer is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the Online Services.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle or its licensor retains all ownership and intellectual property rights to Oracle software.
4. Oracle is a third party beneficiary of the Agreement.
5. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
6. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Agreement.
7. Customer shall not assign, give or transfer the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or use the Oracle software for rental, timesharing, subscription service, hosting or outsourcing; make the Oracle software available in any manner to any third party for use in the third party's business operations.
8. Customer shall not remove or modify any program marking or any notice of Oracle's or its licensor's proprietary rights.
9. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document, accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>, under the "Description of Product Editions and Permitted Features" section.
10. Third party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third party technology is licensed to Customer for use with the given DS Offerings under the separate third party terms.
11. Customer shall comply fully with all applicable export and import laws to assure that neither the Oracle software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
12. Customer may not contact Oracle for support for Oracle software licensed through DS. Customer may not contact DS for support for Oracle software not licensed through DS.

#### VISA libraries

VISA libraries are not provided as part of this product.

The use of VISA libraries in conjunction with this product is subject to the acceptance by the Customer of the IVI Foundation license agreement.

The aforementioned IVI Foundation license agreement can be obtained from the IVI Foundation and shall only bind Customer and the IVI Foundation.

#### Third party components included in SOLIDWORKS Connected

The following terms supplement the Export section of the Agreement:

Customer acknowledges that the DS Offerings including SOLIDWORKS Connected Online Service, as specified in the Documentation, and its associated Documentation contain software and technical data that are expressly subject to the export control laws, orders or other restrictions of the United States and the United Kingdom regarding export of software, technical data or products of such software, or technical data. Customer shall not directly or indirectly import, export or re-export these DS Offerings or permit transshipment of these DS Offerings (a) to any country or destination for which the United States or the United Kingdom require(s) an export license or other approval for export without first having obtained such approval and the written approval of DS, or (b) otherwise contrary to United States or United Kingdom law. Customer understands and acknowledges that, in the event of a conflict between United States and United Kingdom laws, the more restrictive law shall prevail.

### **4.3 EXCLUSIONS**

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

Oracle Java Runtime Environment (JRE) and Apache TomEE+ (including both Tomcat and Java EE) from the Apache Foundation which may be delivered for Customer convenience.

#### IBM MPI Community Edition

The IBM MPI Community Edition component is not licensed under the terms of the Agreement but under the terms of the IBM International License Agreement for Non-Warranted Programs.

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

#### TDM file reader and writer interface

Oracle Java Runtime Environment (JRE) and Apache TomEE+ (including both Tomcat and Java EE).



## 5. DEFINITIONS

The following definitions supplement those of the section "Definitions" of the Agreement.

### 5.1 GENERAL DEFINITIONS

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

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

#### GENERAL DEFINITIONS SPECIFIC TO THIS OST

**Machine** means a device belonging to User or under its sole control or supervision on which a DS Offering is executed.

**User** means either the Customer identified in the Transaction Document or any natural person designated by Customer to use the DS Offerings under Customer sole responsibility.

### 5.2 PRICING STRUCTURE DEFINITIONS

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

**MSC** means the Monthly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the MSC for a DS Offering entitles Customer to (i) a one (1) month right to use the DS Offering and (ii) Support Services for such DS Offering for one (1) month. Notwithstanding anything contrary within the Agreement, in absence of non-renewal notification at least five (5) days before the anniversary date of a DS Offering, Customer is deemed to have accepted to renew such DS offering for one (1) month and to pay MSC at the then applicable price. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period. Termination of use rights and Support Services is not permitted without terminating the access rights to the Online Services.

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

### 5.3 LICENSING SCHEME DEFINITIONS

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

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

## 6. TRADEMARKS

The trademarks listed in the Dassault Systèmes Trademarks section at <https://www.3ds.com/legal-information> are commercial trademarks or registered trademarks of Dassault Systèmes, a French “société européenne” (322 306 440 R.C.S. Versailles), or its subsidiaries in the United States and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.

