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 3DS 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 October 20, 2026.

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 3DS 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
- Credit Based

Online Services to which this OST applies are granted for use on Machines by the Users only in the country for which the 3DS 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 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

Moreover, by ordering a 3DS Offering under this applicable OST, Customer is granted the right to access and manage one (1) online environment ("Platform") in which 3DS Offerings are assigned.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

Images, videos, and texts presenting 3DS Offerings' functionalities and included as marketing materials in the 3DS Offering are not contractual. Customer shall only refer to the Documentation with respect to the 3DS Offerings' functionalities.

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

3DEXPERIENCE for Makers business category

Access to 3DS 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 3DS 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), 3DS may request additional information to the Customer in order to demonstrate Users' compliance with the terms of the Agreement.

Table 1

3DS Offering Name	Product Number
Collaborative Industry Innovator	*6NP-CSV-MC*
3DSwymer	*6NP-IFW-MC*
3D Creator	*6NP-WXD-MC*
3D Sculptor	*6NP-XFO-MC*
***3D**EXPERIENCE SOLIDWORKS Professional*	*6NP-XWB-MC*
NC Shop Floor Programmer	*6NP-NSR-MC*
SOLIDWORKS xDesign	*6NP-X0W-MC*
3D Motion Creator	*6NP-XMD-MC*
Product Communicator	*6NP-XPR-MC*
3D Publication Credit Pack	*6TP-RCC-MC*
***3D**EXPERIENCE SOLIDWORKS for Makers*	*6NB-3SME-MC*
SOLIDWORKS xDesign for Makers	*6NB-3SMC-MC*

Access to the ***3D**EXPERIENCE 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

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

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

Table 3

3DS Offering Name	Product Number
Collaborative Industry Innovator	*6NP-CSV-MC*
3DSwymer	*6NP-IFW-MC*
SOLIDWORKS xDesign	*6NP-X0W-MC*
3D Motion Creator	*6NP-XMD-MC*
Product Communicator	*6NP-XPR-MC*

At any given time, Customer can authorize, in a given Platform, up to four (4) additional Named Users to use the 3DS Offerings assigned to such Platform.

For each *3D Publication Credit Pack (6TP-RCC-MC)* Online Service or *SOLIDWORKS xDesign (6NP-X0W-MC)*, Customer is delivered one hundred and thirty-five (135) of 3D publication credits.
3D publication credits allow Users to compute renderings or glTFs. Consumption of 3D publication credits for renderings is based on selected resolution and quality, and directly displayed in the related applications.

Access to the Online Services listed below in Table 4 provides the right to use the corresponding online disk space.
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.

Table 4

3DS Offering Name	Product Number	Online disk space [GB]
***3D**EXPERIENCE SOLIDWORKS for Makers*	*6NB-3SME-MC*	Five (5)
SOLIDWORKS xDesign for Makers	*6NB-3SMC-MC*	Five (5)

3DEXPERIENCE for Students business category

Access to 3DS Offerings listed below in Table 5 is granted only to Customer who is any individual enrolled in good faith as a student in an academic program.

Table 5

3DS Offering Name	Product Number
Collaborative Industry Innovator Student	*6NP-CSV-SC*
3DSwymer Student	*6NP-IFW-SC*
CATIA Mechanical & Shape Designer Student	*6NP-MES-SC*
CATIA Mechanical & Shape Designer for Students	*6OB-PMES-SC*
Associate Exam Credits for Students	*6TP-PCR4-SC*
SOLIDWORKS xDesign for Students	*6OB-PX0W-SC*
Student	*6NP-STULX-SC*
SOLIDWORKS xDesign Student	*6NP-X0W-SC*
Collaborative Industry Innovator Student	*6NP-CSV-STU-AC*
3DSwymer Student	*6NP-IFW-STU-AC*
Electromagnetics Engineer Student	*6NP-IEM-AC*
*Collaborative **3D**EXPERIENCE Engineer Student*	*6NP-IWR-AC*
3D Innovator Student	*6NP-IXI-AC*
SOLIDWORKS xDesign Student [1]	*6NP-IXW-AC*
***3D**EXPERIENCE CATIA Student*	*6NP-IYI-AC*
***3D**EXPERIENCE Engineer Student*	*6NP-IYR-AC*
***3D**EXPERIENCE SOLIDWORKS Student*	*6NP-IYW-AC*
***3D**EXPERIENCE CATIA for Students*	*6NB-I3I-STU-AC*
***3D**EXPERIENCE Engineer for Students*	*6NB-I3R-STU-AC*
***3D**EXPERIENCE SOLIDWORKS for Students*	*6NB-I3W-STU-AC*
SOLIDWORKS xDesign for Students	*6NB-I4W-STU-AC*

Access to the ***3D**EXPERIENCE SOLIDWORKS for Students (6NB-I3W-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

3DS Offering Name	Product Number
Collaborative Industry Innovator Student	*6NP-CSV-STU-AC*
3DSwymer Student	*6NP-IFW-STU-AC*
SOLIDWORKS xDesign Student [1]	*6NP-IXW-AC*
***3D**EXPERIENCE SOLIDWORKS Student*	*6NP-IYW-AC*

Access to the *SOLIDWORKS xDesign for Students (6NB-I4W-STU-AC)* Packaged Offering provides access to the 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

3DS Offering Name	Product Number
Collaborative Industry Innovator Student	*6NP-CSV-STU-AC*
3DSwymer Student	*6NP-IFW-STU-AC*
SOLIDWORKS xDesign Student [1]	*6NP-IXW-AC*

Access to the ***3D**EXPERIENCE CATIA for Students (6NB-I3I-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

3DS Offering Name	Product Number
Collaborative Industry Innovator Student	*6NP-CSV-STU-AC*
3DSwymer Student	*6NP-IFW-STU-AC*
3D Innovator Student	*6NP-IXI-AC*
***3D**EXPERIENCE CATIA Student*	*6NP-IYI-AC*

Access to the ***3D**EXPERIENCE Engineer for Students (6NB-I3R-STU-AC)* Packaged Offering provides access to Online Services listed below in Table 9; 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 9

3DS Offering Name	Product Number
Collaborative Industry Innovator Student	*6NP-CSV-STU-AC*
3DSwymer Student	*6NP-IFW-STU-AC*
Electromagnetics Engineer Student	*6NP-IEM-AC*
*Collaborative **3D**EXPERIENCE Engineer Student*	*6NP-IWR-AC*
***3D**EXPERIENCE Engineer Student*	*6NP-IYR-AC*

Access to the *SOLIDWORKS xDesign for Students (6OB-PX0W-SC)* Packaged Offering provides access to Online Services listed below in Table 10; 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 10

3DS Offering Name	Product Number
Collaborative Industry Innovator Student	*6NP-CSV-SC*
3DSwymer Student	*6NP-IFW-SC*
Associate Exam Credits for Students	*6TP-PCR4-SC*
Student	*6NP-STULX-SC*
SOLIDWORKS xDesign Student	*6NP-X0W-SC*

Access to the *CATIA Mechanical & Shape Designer for Students (6OB-PMES-SC)* Packaged Offering provides access to Online Services listed below in Table 11; 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 11

3DS Offering Name	Product Number
Collaborative Industry Innovator Student	*6NP-CSV-SC*
3DSwymer Student	*6NP-IFW-SC*
CATIA Mechanical & Shape Designer Student	*6NP-MES-SC*
Associate Exam Credits for Students	*6TP-PCR4-SC*
Student	*6NP-STULX-SC*

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

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

For each *Associate Exam Credits for Students (6TP-PCR4-SC)* Online Service, Customer is delivered four (4) certification credits. Certification credits allow Users to take certification exams. Exams are valued from 2 to 8 certification credits.

[1] Formerly known as *3D Designer Student (6NP-IXW-AC)*.

3. SPECIFIC TERMS RELATED TO THE USE OF CERTAIN 3DS OFFERINGS OR SERVICES

USE OF EARLY ACCESS FEATURES

3DS in its sole discretion may provide, at no additional cost, the ability for Customer to use certain features made available as part of 3DS Offerings for early access purposes (the "Features"). Such Features are clearly identified, displaying terminology such as "beta", "early delivery", etc. on the user interface or in the Documentation, and may be used solely with the applicable 3DS Offering.

In electing to use Features, Customer expressly acknowledges and accepts that:

1. use of the Features as set forth herein is at Customer's own discretion and risk; and
2. as is always the case but of particular importance here given the early access nature of these Features, Customer should ensure prior validation of any output created using the Features before use in production and especially in business-critical systems; any decision by Customer to use them in such contexts must be made with due care and consideration of the potential consequences.

THE FEATURES ARE MADE AVAILABLE ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS, AND TERMS ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

In no event shall 3DS or its licensors be liable for direct or indirect, consequential, special, incidental or punitive damages, including without limitation loss of use, data, profit, revenue, or goodwill, whether based in contract, negligence, or otherwise, arising out of, resulting from or in any way relating to Customer's use of the Features. In particular, the warranty, indemnification and Support Services provided by 3DS under the Agreement shall not apply to the Features.

3DS in its sole discretion may elect at any time to discontinue the Features in whole or in part, modify the scope, functionality, format and output of any Features, and limit their use, all without liability. No express or implied commitment is made regarding the potential future availability of any Features.

In future delivery of the 3DS Offerings, 3DS in its sole discretion may elect to make the Features, in whole or in part, available in 3DS Offerings or in other 3DS offerings, to adapt their price and to restrict their use to specific countries, licensing schemes and/or other scope.

Customer acknowledges that the Features may leverage AI-based Functionality, as described in section 4. Customer shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that the Features may include AI-based Functionality and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations as well as with the Agreement when using AI-based Functionality.

3DEXPERIENCE for Makers business category

Cross-Customer 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 3DS Offerings. Two (2) consecutive attempts of a given exam are separated by at least fourteen (14) days.

4. ADDITIONAL TERMS FOR AI-BASED FUNCTIONALITY

Additional terms relating to the use of AI-based Functionality are defined hereafter:

4.1 ACCEPTABLE USE

Customer shall use AI-based Functionality in accordance with its Intended Purpose and the conditions described in the Documentation, in a responsible, safe and secure manner, and in accordance with applicable laws and regulations.

Notwithstanding the acceptable use described above, Customer shall not use AI-based Functionality and its AI Outputs in a manner that is considered as prohibited or high-risk under applicable laws and regulations and/or for non-appropriate purposes, including but not limited to:

- Promote or facilitate illegal activities or unlawful or fraudulent actions;
- Attempt unauthorized access to a system, property, or information;
- Generate illicit content or content that contains or promotes illicit or non-appropriate content;
- Distribute malware or spam;
- Contravene regulatory policies, administrative rules and/or guidelines;
- Track people without consent;
- Falsely impersonate an individual; or
- Mine cryptocurrency.

VIOLATION OF THIS SECTION 4.1 WILL BE CONSIDERED AS A MATERIAL BREACH OF THE AGREEMENT.

4.2 AI OUTPUT

Customer's ownership of AI Output is subject to 3DS and/or third parties pre-existing rights which may be embedded or included in such AI Output.

Customer acknowledges and agrees that (i) the AI Output may not qualify for intellectual property protection; (ii) different 3DS' customers may produce same or similar AI Outputs when using the AI-based Functionality, and (iii) Customer's rights to the AI Output may not be enforceable against other users of AI-based Functionality.

Notwithstanding any recommendation contained within the AI Output, reliance on the AI Output is at the sole discretion of Customer. Customer shall assess the AI Output and perform human oversight before using or relying on the AI Output for any purpose.

Customer acknowledges that AI-based Functionality consists of emerging technologies and, given the nature of such technologies, its use may result in an incorrect, biased, unfair, or inaccurate AI Output.

Customer shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that AI-based Functionality may be made available as part of 3DS Offerings and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations, as well as with the Agreement when using AI-based Functionality.

4.3 CHANGE OF TERMS

Customer acknowledges that (i) the legal framework applicable to and (ii) the interpretation of competent courts and authorities regarding the use of AI-based Functionality is evolving. If a change in law or the interpretation of a competent court or authority results in (i) 3DS' inability to offer AI-based Functionality or (ii) Customer's inability to use AI-based Functionality in a legally compliant manner, 3DS may reduce the scope of use of AI-based Functionality, or remove AI-based Functionality from the available 3DS Offerings.
AI-based Functionality may include AI models, systems, technologies or features licensed from third parties that require 3DS to pass through third-party terms. Customer shall comply with such third-party terms as made available by 3DS in this OST, within the Documentation or otherwise.

5. 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 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

5.1 OPEN-SOURCE COMPONENTS

The 3DS 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 3DS 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 3DS 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 3DS under the Agreement apply to all open-source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS Offerings. The original licensors of said open-source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

5.2 ADDITIONAL THIRD-PARTY TERMS

The following terms apply in addition to the Agreement:

Adobe® PDF Library provided by Datalogics™:
Adobe Inc. is the owner of certain proprietary information and intellectual property rights included in the Licensed Programs and the Documentation. Adobe is a third-party beneficiary entitled to enforce Datalogics' rights and your obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for your breach of such obligations. You may embed copies of the font software into your electronic documents for purpose of printing, viewing and editing the document. No other embedding rights are implied or permitted under this license.
Datalogics, Inc. and Adobe Inc. do not and cannot warrant the performance results you may obtain by using the software.

Third-party components included in SOLIDWORKS Design
The following terms supplement the Export section of the Agreement:
Customer acknowledges that the 3DS Offerings including SOLIDWORKS Design 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 3DS Offerings or permit transshipment of these 3DS 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 3DS, 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.

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

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 3DS.

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 3DS.

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 3DS.

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 3DS.

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.

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 Online Services 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 3DS. Customer may not contact 3DS for support for Oracle software not licensed through 3DS.

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.

TDK Simulation Models

1. The TDK Simulation Models are being provided solely for informational purposes. Please refer to the product specifications in terms of detailed characteristics of such products.
2. In no event shall TDK Corporation or any of its subsidiaries be liable for any loss or damage arising, directly or indirectly, from any information contained in the TDK Simulation Models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights on the TDK Simulation Models are owned by TDK Corporation. Duplication or redistribution of the TDK Simulation Models without prior written permission from TDK Corporation is prohibited.
4. The TDK Simulation Models are subject to any modification or change without any prior notice.
5. Neither TDK Corporation nor any of its subsidiaries shall make any warranty, express or implied, including but not limited to the correctness, implied warranties of merchantability and fitness for a particular purpose with respect to the TDK Simulation Models.
6. The user of the TDK Simulation Models shall be deemed to have consented to the terms and conditions hereof.

Coilcraft Device Library

1. The Coilcraft Inductor library and/or the Coilcraft Inductor models are being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Coilcraft be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Inductor models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights in the Coilcraft Inductor models are owned by Coilcraft. Duplication or re distribution of the Coilcraft Inductor models without prior written permission of Coilcraft is prohibited.
4. The Coilcraft Inductor models are subject to modification or change without any prior notice.
5. Otherwise, the use of the Coilcraft Inductor models is governed by the terms of the software license agreement.

The MathWorks, Inc.

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, Inc. and its licensors.

Würth Elektronik for CST Studio Suite

1. The Würth Elektronik for CST Studio Suite library is being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Würth Elektronik eiSos GmbH & Co. KG be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Würth Elektronik for CST Studio Suite library models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights in the Würth Elektronik for CST Studio Suite library models are owned by Würth Elektronik eiSos GmbH & Co. KG. Duplication or redistribution of the Würth Elektronik Studio Suite library models without prior written permission of Würth Elektronik eiSos GmbH & Co. KG is prohibited.
4. The Würth Elektronik for CST Studio Suite library models are subject to modification or change without any prior notice.

5.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third-party components listed hereunder:

Oracle Java Runtime Environment (JRE), AdoptOpenJDK, IBM Semeru Runtime Open Edition for Java, Eclipse Temurin, 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 3DS under the Agreement are not applicable to third-party components listed hereunder:

TDM file reader and writer interface

Oracle Java Runtime Environment (JRE), AdoptOpenJDK, IBM Semeru Runtime Open Edition for Java, Eclipse Temurin, and Apache TomEE+ (including both Tomcat and Java EE).

MainWin

6. DEFINITIONS

The following definitions supplement those of the section “Definitions” of the Agreement.

6.1 GENERAL DEFINITIONS

AI-based Functionality consists of features delivered through 3DS Offerings leveraging artificial intelligence (“AI”) models, systems or technologies.

AI Output means certain Customer Data which is the output generated by Customer’s use of AI-based Functionality.

Configuration or **Package** means a standard set of 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

Intended Purpose means an appropriate use of AI-based Functionality, as described at https://www.3ds.com/trust/ai.

Product Portfolio means a set of information related to the 3DS 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 3DS Offering is executed.

User means either the Customer identified in the Transaction Document or any natural person designated by Customer to use the 3DS Offerings under Customer sole responsibility.

6.2 PRICING STRUCTURE DEFINITIONS

QSC means the Quarterly Service Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QSC for a 3DS Offering entitles Customer to (i) a three (3) month right to use the 3DS Offering and (ii) Support Services for such 3DS Offering for three (3) months. Customer is deemed to have accepted to renew any 3DS Offering for three (3) months and to pay QSC at the then applicable price, if Customer continues to use such 3DS Offering(s) after the anniversary date of the 3DS 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.

YSC means the Yearly Service Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YSC of a 3DS Offering entitles Customer to (i) a one (1) year right to use the 3DS Offering and (ii) Support Services for such 3DS Offering for one (1) year. Customer is deemed to have accepted to renew any 3DS Offering for one (1) year and to pay YSC at the then applicable price, if Customer continues to use such 3DS Offering(s) after the anniversary date of the 3DS 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.

PRICING STRUCTURE DEFINITIONS SPECIFIC TO THIS OST

MSC means the Monthly Service Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the MSC for a 3DS Offering entitles Customer to (i) a one (1) month right to use the 3DS Offering and (ii) Support Services for such 3DS 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 3DS Offering, Customer is deemed to have accepted to renew such 3DS 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.

6.3 LICENSING SCHEME DEFINITIONS

Named User means a User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

LICENSING SCHEME DEFINITIONS SPECIFIC TO THIS OST

Credit Based. Use of a 3DS Offering granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the 3DS Offering. Credits are for a one-time use (consumable and not reusable) and not refundable. As the number of credits is specified on a yearly basis, the number of credits is pro-rated according to the term of the 3DS Offering. For terms of one (1) year or less, all credits are issued at the beginning of the term and unused credits expire at the end of the term. For terms longer than one (1) year, credits are issued per year and unused credits expire at the end of the given year period; for any incomplete year period, the number of issued credits is pro-rated and unused credits expire at the end of the given incomplete year period. The quantity of credits required for a given use of the 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS Offering. Pool of credit(s) of same type can be accessed simultaneously by one or several authorized Users and/or Machines, as applicable, within the limit of the number of remaining available credits. Credits of given type(s) may be required to enable use of other 3DS Offerings.

Named User Based. Use of a 3DS 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 3DS 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 3DS Offering does not exceed the maximum number of rights granted to Customer for such 3DS Offering. Upon 3DS' request, Customer shall provide 3DS with a signed document listing (i) the number of Named Users, (ii) the type of use of the 3DS Offerings, and (iii) the locations and types of the systems on which 3DS Offerings operate or Customer has installed the 3DS Offering(s) as applicable. 3DS may provide Customer with one or more utilities, either included within the 3DS 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 3DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

7. 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.

3DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.

