

DASSAULT SYSTEMES ADDITIONAL TERMS TO GLOSSARY RELEASES 1, 2, 3 AND 4

The following definitions supersede those of the Glossary Release 1, the Glossary Release 2, the Glossary Release 3 and the Glossary Release 4:

Machine means a device on which a Licensed Program is executed and which is either (1) (i) (a) belonging to Licensee or under its sole control or supervision and (b) located on Licensee's premises (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Licensee's premises) or (ii) authorized by Licensee according to its own information technology charter or equivalent whereby third party devices (such as Users own devices) are specifically authorized, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Licensee.

User means any (a) Licensee's employee, or (b) employee of Licensee's consultant(s) or subcontractor(s) (i) who accesses a Licensed Program, (ii) who works for the exclusive internal needs of Licensee and (iii) whose usual workplace is located within Licensee's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Licensee's employee may also work according to Teleworking conditions. For Academic Use of Licensed Program, **User** means (i) any individual who works for Licensee and is dedicated either to education or research or (ii) any individual regularly enrolled as a bona fide student in Licensee's academic program.

LICENSING SCHEMES

Credit Based. Use of a Licensed Program granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the Licensed Program. 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 Licensed Program. 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 Licensed Program is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Licensed Program. Pool of credit(s) of same type can be accessed simultaneously by one or several authorized Users and/or Extended Enterprise 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 Licensed Programs.

The following definition supplements those of the Glossary Release 1, the Glossary Release 2, the Glossary Release 3 and the Glossary Release 4:

Teleworking means any program authorized by and for the benefit of Licensee to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Licensee entitled to Academic Use of the Licensed Programs for its Users).

Any use of Licensed Programs while Teleworking is authorized if all of the following conditions are at all times met: (a) Licensee's employees do so on Machine(s) connected to Licensee's network (e.g. via Virtual Private Network), (b) Licensee is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Licensee's employees use the Licensed Programs for Licensee's exclusive internal needs. Same use is authorized for Users of a Licensee entitled to Academic Use of the Licensed Programs.