

DASSAULT SYSTEMES

LICENSED PROGRAM SPECIFICATIONS (LPS) FOR 3DEXPERIENCE R2022x

ADDITIONAL TERMS #2

Due to new available [Licensed Programs](#), these additional terms #2 which supplement the Licensed Program Specifications for 3DEXPERIENCE R2022x and additional terms #1, are an integral part of such Licensed Program Specifications. Except as expressly supplemented by these additional terms #2, all terms and conditions of the Licensed Program Specifications for 3DEXPERIENCE R2022x and additional terms #1 shall remain in full force and effect.

The Licensed Program Specifications for 3DEXPERIENCE R2022x, the additional terms #1 together with these additional terms #2 (LPS) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license agreement between [DS](#) and [Licensee](#) ("[Agreement](#)"), which refers to this LPS. In the event of a discrepancy, inconsistency or contradiction between this LPS and the other terms of the Agreement, the provisions of this LPS shall prevail, but only with respect to the Licensed Programs to which this LPS applies. Licensee acknowledges that it has full knowledge of all the terms of this LPS and those incorporated herein by reference.

4. SUPPLEMENTAL TERMS

4.2 SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

SIMULIA - 3DEXPERIENCE Simulation business category

Licensed Programs usage data collection

The following provisions supersede those of the corresponding section of the Licensed Program Specifications for 3DEXPERIENCE R2022x:

For any of the SimUnit token (6TP-SRU), Special Purpose SimUnit token (6TP-XRU), SimUnit 1K credits (6TP-SUN-1K) or Special Purpose SimUnit 1K credits (6TP-XUN-1K) Licensed Programs:

To meet financial and tax obligations, [DS Group Companies](#) employ measures to collect Licensed Programs usage data. Licensed Programs may include a technical mechanism that can monitor the use of Licensed Programs and that is able to collect and transmit data about such usage data only. Usage data collected by such mechanism will not include any data created by Licensee with any Licensed Programs. For such purpose, Licensee consents to such collection of data, as well as its transmission, copy, storage and use by DS, (and consents to have such Licensed Programs usage data collected transmitted, copied, stored and used by DS Group Companies and DS' subcontractors) and to the extent reasonably necessary, to provide, maintain and improve the Licensed Programs.

Licensee may disable such technical mechanism and shall in return send records of its Licensed Programs' usage data, every two (2) weeks to DS.