

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

3DEXPERIENCE Marketplace

ONLINE SERVICES

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 October 13, 2020.

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:

➤ System License

Online Services to which this OST applies are granted for use by the Users (and Extended Enterprise Users, as applicable) only in the country for which the DS Offerings are ordered. However, (i) 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 purposes of a business trip of a maximum of thirty (30) consecutive days and (ii) DS may authorize, on a case-by-case basis, the use of certain Online Services by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

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.

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.

2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

3DEXPERIENCEmarketplace PartSupply - Seller

For any given year period, to be able to continue to publish on 3DEXPERIENCEmarketplace, one (1) PartSupply catalog as defined in the Documentation and capture lead generations (sets of information relative to a downloaded configuration and an associated user contact details), Customer must order the required number of *PartSupply Seller - 3k downloads (6MP-PS2-OC)* Online Services. This number shall be equal to the number of *PartSupply Seller - 3k downloads (6MP-PS2-OC)* Online Services required to manage the total number of lead generations cumulated during previous year period and is determined in the Transaction Document.

To be able to start publishing one (1) PartSupply catalog as defined in the Documentation and capture lead generations, Customer must order one (1) *PartSupply Seller - 3k downloads (6MP-PS2-OC)* Online Service.

For the management of the PartSupply catalog, Customer must order the required number of *PartSupply Seller - Additional catalog capacity (5GB) (6MP-PS0-OC)* Online Services to address the global size of the PartSupply catalog once exceeding five (5) GB.

Customer shall monitor regularly the size of the PartSupply catalog and ensure that it does not exceed the maximum size of the PartSupply catalog granted by the number of *PartSupply Seller - Additional catalog capacity (5GB) (6MP-PS0-OC)* Online Services ordered.

3DEXPERIENCE marketplace Make - Enterprise

Each *Make - Enterprise Eco System Definition (6MP-MKA-OC)* Online Service allows Customer to operate transactions with its defined ecosystem up to an aggregate transaction amount of 750,000 EUR (seven hundred fifty thousand euros) tax excluded per year. If this threshold is exceeded within this year, DS will automatically invoice a fee for overuse corresponding to one (1) *Make - Enterprise Eco System Definition - overuse (6MP-MKB-OC)* Online Service, for each 10,000 EUR (ten thousand euros) tax excluded additional aggregate amount of such transactions. This fee will be invoiced by DS and paid by Customer on a quarterly calendar basis. During a one (1) year period, the Customer is authorized to order *Make - Enterprise Eco System Definition (6MP-MKA-OC)* Online Services one time only. In consequence, in case of overuse, only *Make - Enterprise Eco System Definition - overuse (6MP-MKB-OC)* Online Services shall be invoiced by DS during such year.

Each *Make - Enterprise Internal Transactions operations (6MP-MKC-OC)* Online Service allows Customer to operate transactions with its internal service providers, up to an aggregate transaction amount of 500,000 EUR (five hundred thousand euros) tax excluded per year. If this threshold is exceeded within this year, DS will automatically invoice a fee for overuse corresponding to one (1) *Make - Enterprise Internal Transactions operations - overuse (6MP-MKD-OC)* Online Service, for each 10,000 EUR (ten thousand euros) tax excluded additional aggregate amount of such transactions. This fee will be invoiced by DS and paid by Customer on a quarterly calendar basis. During a one (1) year period, the Customer is authorized to order *Make - Enterprise Internal Transactions operations (6MP-MKC-OC)* Online Services one time only. In consequence, in case of overuse, only *Make - Enterprise Internal Transactions operations - overuse (6MP-MKD-OC)* Online Services shall be invoiced by DS during such year.

To operate transactions with its internal service providers, Customer shall order at least one (1) *Make - Enterprise Internal Transactions operations (6MP-MKC-OC)* Online Service and one (1) *Make - Enterprise Eco System Definition (6MP-MKA-OC)* Online Service.

The amount of transactions operated by the Customer under *Make - Enterprise Internal Transactions operations (6MP-MKC-OC)* is counted towards, on one hand, the aggregate transaction amount of *Make - Enterprise Eco System Definition (6MP-MKA-OC)* Online Service and, on the other hand, the aggregate transaction amount of *Make - Enterprise Internal Transactions operations (6MP-MKC-OC)* Online Service.

Aggregate amounts are indicated in euro (EUR). A conversion will automatically apply for transactions in other currencies, based on the average interbank exchange rates as published by the ECB (European Central Bank) for the calendar month preceding any transaction invoiced for a given month.

Online Disk Space

Services provided within or via the Online Services may authorize users to access to a certain storage capacity. Whatever the number of such Online Services ordered, each authorized user is granted a maximum of one (1) GB online disk space overall.

3. OTHER PERMITTED USES FOR DS OFFERINGS

USE FOR CERTAIN SERVICES

Except for Development Tool Kits, Customer is authorized to use the Online Services for added-value engineering or implementation services. Added-value engineering or implementation services are services to deliver to a third party end user any deliverable generated specifically for said third party end user from use by Customer of the Online Services. In any event, Customer may not (1) use the Online Services to develop software code for (i) general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element, or (ii) any services that do not add value attributable to the intervention of specific human skills, such as, without limitation, in a data services operation or as an application service provider, or (2) give any third party the access to the Online Services unless otherwise expressly authorized in the Agreement, or (3) represent or imply to any party that it is an authorized or certified provider of services for DS. Customer shall indemnify and defend DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees) which arises out of or in any way relates to Customer's use of the Online Services with third party end users.

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 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 Program Directory (PDir) of the DS Offerings themselves.

Source code for open source software components 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:

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.

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, including Oracle AutoVue.
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.

Oracle Instant Client

The following terms apply in addition to Oracle terms above if Customer is granted licenses of Oracle Instant Client software:

1. 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.

Support for Oracle Software

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.

4.3 EXCLUSIONS

The warranty and indemnification provided by DS under the Agreement are not applicable to third party software 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.

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.

Development Tool Kit means a DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" or "Toolkit" or "Development Toolkit" in the DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

Extended Enterprise User means an employee of Customer's affiliate(s), supplier(s) and/or customer(s) authorized to use Customer's DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the DS Offering by any such Extended Enterprise User(s) (1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Customer, and (2) shall exclude any use by Extended Enterprise User (a) for its own account or a third party's account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Machine means a computer equipment on which a Licensed Program is executed (1) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Customer's premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer.

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

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. For Academic Use of DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or research or (ii) any individual regularly enrolled as a *bona fide* student in Customer's academic program.

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.

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

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

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.

System License means a right to use certain DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User's (or Extended Enterprise Named User's, as applicable) rights to use certain identified DS Offerings may be required in order to be granted a System License. If the name of the DS Offering includes a specific reference to "Departmental Site License", such DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.

Customer may be requested to order certain DS Offerings rights to use, to be granted a System License.

6. TRADEMARKS

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