

DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR 3DEXPERIENCE R2021x LICENSED PROGRAMS ADDITIONAL TERMS #2

These additional terms #2, which supplement the Offering Specific Terms for 3DEXPERIENCE R2021x Licensed Programs and the additional terms #1, are an integral part of such Offering Specific Terms. Except as expressly supplemented by these additional terms #2, all terms and conditions of the Offering Specific Terms for 3DEXPERIENCE R2021x Licensed Programs and the additional terms #1, shall remain in full force and effect.

The Offering Specific Terms for 3DEXPERIENCE R2021x Licensed Programs, the additional terms #1 together with these additional terms #2 (OST) 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 Licensed Programs to which this OST applies. Customer acknowledges that it has full knowledge of all the terms of this OST and those incorporated herein by reference.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

SIMULIA - 3DEXPERIENCE Simulation business category

The following provisions supersede those of the corresponding section of the Offering Specific Terms for 3DEXPERIENCE R2021x Licensed Programs and the additional terms #1:

Embedded Compute capability

For Licensed Programs which comprise client applications (graphical user interface) and compute capabilities, client applications and compute capabilities shall not be operated simultaneously by more than one (1) authorized User and/or Extended Enterprise User, as applicable.

Token Based DS Offerings

Token Based DS Offerings from the 3DEXPERIENCE Simulation business category may be accessed and executed by Users whose usual workplace is limited to one (1) Customer facility (location) where the Licensed Programs are deployed.

Token Based DS Offerings from the 3DEXPERIENCE Simulation business category, as specified in the Product Portfolio or in the Documentation, provide a right to a maximum number of independent or concurrent simulation jobs. Simulation jobs include solver execution and may include other operations as specified in the Documentation ("Simulation Jobs"). The maximum number of Simulation Jobs at any time is determined by: (i) the number of tokens included in the granted DS Offerings and (ii) the number of tokens required for each Simulation Job as specified in the Product Portfolio.

Credit Based DS Offerings

Credit Based DS Offerings from the 3DEXPERIENCE Simulation business category, as specified in the Product Portfolio or in the Documentation, provide a right to a maximum number of Simulation Jobs and/or access to additional services to execute those simulations over the term of the Licensed Program. The number of credits required to execute a Simulation Job and, if applicable, correlative additional services, is determined in the Product Portfolio.

DS Offering usage data collection

For SimUnit token (6TP-SRU) Token Based Licensed Programs or SimUnit 1K credits (6TP-SUN-1K) Credit Based 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 Customer with any Licensed Programs. For such purpose, Customer 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.

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