

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### 3DEXPERIENCE R2022x Dedicated Cloud

## 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 it has full knowledge of all the terms of this OST and those incorporated herein by reference.

## 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:

- Casual Named User Based
- Credit Based
- Named User Based
- System License
- Token Based

Online Services to which this OST applies are granted for use on Machines 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.

Moreover, by ordering a DS Offering under this applicable OST, Customer is granted the right to access an assigned production environment in which Customer is able to manage one or more platforms ("Platform").

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.

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

## 2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

To execute certain DS Offerings ordered under a Named User Based licensing scheme, a System License of another DS Offering may be required. Moreover, to be able to have access to a dedicated cloud, Customer must be current with the payments related to the rights to use of (i) one (1) *Dedicated Cloud Environment (6MP-XVD-DC)* DS Offering ordered under the System License licensing scheme and (ii) a minimum of five hundred (500) DS Offerings ordered under the Named User Based licensing scheme among the DS Offerings listed below in Table 1.

**Table 1**

DS Offering Name	Product Number
<i>Collaborative Business &amp; Industry Innovator</i>	<i>6NB-PCS-DC</i>
<i>Collaborative Industry Innovator</i>	<i>6NP-CSV-DC</i>

### **Platform specialization**

A given Platform can be specialized by mean of set of specialization features (“Specialization Set”). Unless otherwise specified in the Documentation, one (1) Specialization Set allows up to:

- Ten (10) out-of-the-box types to be specialized
- Ten (10) specialized subtypes
- Twenty (20) specialized extensions
- Ten (10) specialized attribute groups
- Forty (40) specialized attributes per object, the set of specialized attributes being the result of specialized subtypes, extensions and attribute groups.

To be able to use a first Specialization Set available for a given Platform, Customer must (i) order a minimum of one (1) *Enterprise IP Specialization Manager (6NP-DBS-DC)* Online Service and (ii) at any time, be current with the payments related to the rights to use of the required numbers of *Enterprise IP Specialization Usage (6NP-PGS-DC, 6KP-PGS-DC)* Online Services.

The required number of *Enterprise IP Specialization Usage (6KP-PGS-DC)* Online Services ordered under the Casual Named User Based licensing scheme is the number of *Collaborative Business & Industry Innovator (6KB-PCS-K-DC)* DS Offerings ordered under the Casual Named User Based licensing scheme for a given Platform.

The required number of *Enterprise IP Specialization Usage (6NP-PGS-DC)* Online Services ordered under the Named User Based licensing scheme is the sum of DS Offerings ordered under the Named User Based licensing scheme for a given Platform among the DS Offerings listed below in Table 2.

**Table 2**

DS Offering Name	Product Number
<i>Collaborative Business &amp; Industry Innovator</i>	<i>6NB-PCS-DC</i>
<i>Collaborative Industry Innovator</i>	<i>6NP-CSV-DC</i>

Additional *Enterprise IP Specialization Manager (6NP-DBS-DC)* Online Services or *Enterprise IP Specialization Usage (6NP-PGS-DC, 6KP-PGS-DC)* Online Services for a given Platform do not grant ability to manage more than one (1) Specialization Set.

For the management of additional Specialization Sets, Customer must order the required number of *Enterprise IP Specialization Capacity (6MP-PGT-DC)* Online Services to address Platform specialization beyond the first Specialization Set.

At any given time, Customer cannot have, for a given Platform, more than four (4) *Enterprise IP Specialization Capacity (6MP-PGT-DC)* Online Services

### **Behavior (Modelica) libraries**

As an exception to the Agreement, for Online Services which give access to behavior (Modelica) libraries as defined in the Documentation, as long as the corresponding access to such Online Services is valid, DS grants Customer a non-exclusive, non-transferable license to prepare Derivative Works of the Value Added Technology only. Customer may distribute such Derivative Works of the Value Added Technology to third parties exclusively in Object Code form. In addition, Customer is granted the right to modify, copy, and distribute those parts of the Value Added Technology expressly marked as “sample code,” if applicable. However, Customer shall not use, and shall not permit any third party to use, any form or part of the Value Added Technology (including without limitation, such as included in a Source Code Output File, a Binary Output File and/or Obfuscated Source Code) to develop a software program competing or intended to compete directly or indirectly with the Online Services to which this OST applies, for whatever purpose.

For the avoidance of doubt and without prejudice to the Agreement, distribution of any element of the Value Added Technology in whatever form (whether “as is” or included in a Derivative Work, Customer Model, Customer Application or Binary Output File, and/or “sample code”), as authorized pursuant hereto remains subject to the export and re-export laws and regulations provisions of the Agreement.

In addition, Customer shall indemnify and defend DS against any claim, expense, cost (including reasonable attorneys’ fees), judgment, damage, or loss of any kind arising out of or in any way relating to, such distribution and/or any third party’s access to or use of such Value Added Technology in whatever form.

Notwithstanding any term or condition of the Agreement, DS shall have no obligation whatsoever to defend or indemnify Customer against any claim arising out of or in any way relating to the distribution or redistribution, directly or indirectly, including as part of any services, of the Value Added Technology in whatever form (including, without limitation, such as included in a Customer Model, a Binary Output File or a Customer Application).

**Additional terms applicable to Source Code Generation Option**

As long as the access to and right to use the Online Services providing the Source Code Generation Option is valid, DS grants Customer a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Customer’s needs and bug fixing of Source Code Output File) the Value Added Technology strictly as integrated in the Source Code Output File in order to enable Users (and/or Extended Enterprise Users, as applicable) to operate the Output File exclusively for Customer’s internal use. In addition, and as long as the access to and right to use the Online Services providing the Source Code Generation Option is valid, DS grants Customer a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology in order to enable such third parties to operate the Source Code Output File exclusively for such third parties’ internal use.

**Additional terms applicable to Binary Model Export Option**

As long as the access to and right to use the Online Services providing the Binary Model Export Option is valid, DS grants Customer a non-exclusive, non-transferable license to use and reproduce the Value Added Technology strictly as integrated in the Binary Output File in order to enable Users (and/or Extended Enterprise Users, as applicable) to operate the Binary Output File exclusively for Customer’s internal use. DS grants Customer a non-exclusive, non-transferable, license to distribute on a worldwide basis to any third parties the Value Added Technology exclusively as integrated in the Binary Output File in order to enable such third parties to operate the Binary Output File exclusively for such third parties’ internal use.

**Additional terms applicable to Real Time Simulation Option**

As long as the access to and right to use the Online Services providing the Real Time Simulation Option is valid, DS grants Customer a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Customer’s needs and bug fixing of the Obfuscated Source Code) the Value Added Technology strictly as integrated in the Obfuscated Source Code in order to enable Users (and/or Extended Enterprise Users, as applicable) to operate the Obfuscated Source Code exclusively for Customer’s internal use. In addition, and as long as the access to and right to use the Online Services providing the Real Time Simulation Option is valid, DS grants Customer a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology integrated in the Obfuscated Source Code exclusively as embedded in a Customer Application for such third parties’ internal use.

**CATIA - 3DEXPERIENCE Design/Engineering business category**

**Generative Functional Tolerancing**

For each *Generative Functional Tolerancing Credit Pack (6TB-GFC-M-DC)* Online Service, Customer is delivered five hundred and four (504) credits. Consumption rules of credits are specified in the Documentation.

**Multidiscipline Automated Drafting**

For each *Multidiscipline Automated Drafter (6NB-FAP-DC)* Online Service, Users (and Extended Enterprise Users, as applicable) are granted the right to generate eight hundred (800) views, unless defined differently in the Documentation. A view has to be understood as view that can be generated in a drawing sheet.

Moreover, to be able to generate more views, Customer must order *Multidiscipline Drafter Credit Pack (6TB-ACP-S-DC)* Credit Based Online Services. For each *Multidiscipline Drafter Credit Pack (6TB-ACP-S-DC)* Credit Based Online Service, Users (and Extended Enterprise Users, as applicable) are granted the right to generate four thousand (4000) views, unless defined differently in the Documentation.

The number of views is specified on a yearly basis. For terms of one (1) year or less, all views are issued at the beginning of the term and unused views expire at the end of the term. For terms longer than one (1) year, views are issued per year and unused views expire at the end of the given year period; for any incomplete year period, the number of issued views is pro-rated and unused views expire at the end of the given incomplete year period.

**GEOVIA - 3DEXPERIENCE Virtual Planet business category**

The Online Services listed below in Table 3 are granted for use only on a specified project: the Agreement must identify the scope for which the referential is built and used, including its geographical boundaries.

**Table 3**

<b>DS Offering Name</b>	<b>Product Number</b>
<i>City Index for Cloud</i>	<i>6MP-CIX-DC</i>
<i>City Referential Manager</i>	<i>6NP-CRMIC-DC</i>
<i>City Contributor</i>	<i>6NP-CCNIC-DC</i>
<i>City Illustration Designer</i>	<i>6NP-CYLIC-DC</i>
<i>City Viewer</i>	<i>6NP-CTVIC-DC</i>

**SIMULIA - 3DEXPERIENCE Simulation business category**

Simulation jobs, which include solver execution and other operations as applicable, may require either tokens and/or credits, as specified in the Documentation (“Simulation Jobs”).

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 simultaneous 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.

Online Services granted under the Token Based licensing scheme provide the right to use the Licensed Program executed either (i) on a Machine using the tokens of a given Platform or (ii) on a given Platform using the tokens available and in some cases additional credits, those credits being ordered through a separate DS Offering.

### **DELMIA - 3DEXPERIENCE Manufacturing/Production business category**

For operations experience projects, Customer shall order the required number of *Operations Experience COGS (100M Euro) (6MP-OEV-DC)* Online Services to address the size of the business to be covered for these projects.

Moreover, to be able to use *Operations Experience Manager (6NP-RFE-DC)* Online Services, Customer must be current with the payments related to the rights to use of at least one (1) *Operations Experience COGS (100M Euro) (6MP-OEV-DC)* Online Service.

## **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.

### **USE OF PRE-GA RELEASES IN A STAGING ENVIRONMENT**

From time to time and at DS' sole discretion, DS may grant Customer the right to access a Pre-GA Release of the Online Services in a staging environment (the "Pre-GA Staging Environment") which will include a copy of the Customer Data from his production environment. This Pre-GA Staging Environment will be made available at no additional charge for Customer's authorized Users (and Extended Enterprise Users, as applicable), for evaluation purposes only, specifically excluding any production or commercial purposes. By installing or using this Pre-GA Staging Environment, Customer hereby acknowledges and agrees that (i) all Customer Data created in the Pre-GA Staging Environment will not be migrated back to production and (ii) the use of such a Pre-GA Staging Environment is granted under the terms and conditions of the Agreement, with the following exceptions:

- The Pre-GA Staging Environment has not completed a quality-testing program, and may close down without warning or give unreliable results;
- DS reserves the right to terminate access to the Pre-GA Staging Environment or to delete it and remove Customer Data at any time without notice;
- DS shall have no obligation to provide support for the Pre-GA Staging Environment;
- The Service Level Agreement shall not be applicable to the Pre-GA Staging Environment;
- The Pre-GA Staging Environment is 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 extent permitted by law. In no event shall DS 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 Pre-GA Staging Environment.

## **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 Documentation and 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 Documentation and Program Directory (PDir) of the DS 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 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:

### Adobe® PDF

When working with the Adobe® PDF software, Customer may embed copies of the font software into Customer's electronic documents for the purpose of printing, viewing and editing the document. If the font software that Customer is embedding is identified as "licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, Customer may also embed copies of that font software for the additional purpose of editing Customer's electronic documents. No other embedding rights are implied or permitted under this license. Adobe is either a registered trademark or a trademark of Adobe Systems Incorporated in the United States and other countries.

### 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 DS.

### 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.

### Microsoft Kinect

1. Customer shall not use the Microsoft Kinect component with any program where failure or fault of any kind of the Microsoft Kinect component could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft navigation and control of other modes of human mass transportation, nuclear or chemical facilities.
2. When using the Online Services with a Kinect for Windows v2 Sensor, Microsoft will collect telemetry data (e.g. operating system, number of processors, graphic chipset, memory, device type, locale, time) in order to improve Microsoft products and services. The data will not be used to identify specific individuals.

### 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.

## 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.

## 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.

## Sencha components

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

## Third party components included in SOLIDWORKS Connected

The following terms supplement the Export section of the Agreement:

Customer acknowledges that the DS Offerings including SOLIDWORKS Connected Licensed Program, 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 DS Offerings or permit transshipment of these DS 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 DS, 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.

## **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 device on which a DS Offering is executed and which is either (1) (i) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises or according to Teleworking conditions, or (ii) authorized by Customer 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 Customer.

**Pre-GA Release** means an alpha or beta level of a new Release of a DS Offering which may be made available to Customer before the new Release is made generally available to the market, for evaluation purposes only and under specific terms and conditions.

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

**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).

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

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

**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. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions. 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.

#### **GENERAL DEFINITIONS SPECIFIC TO THIS OST**

**Binary Model Export Option** means an option of the Online Service that will allow Customer to generate Binary Output Files.

**Binary Output File** means output generated by the Binary Model Export Option in the form of an application which may operate independently from any other application and based on the Customer Model. A Binary Output File (i) contains Value Added Technology and (ii) has a structure dictated by Value Added Technology integrated in the Online Service.

**Customer Application** means a software program in Object Code format that Customer has created and which integrates, in whole or in part, Value Added Technology, a Source Code Output File and/or a Binary Output File.

**Customer Model** means the model used as input in the Online Service and whose purpose is to model, simulate and/or control systems.

**Derivative Work** means work that Customer has derived from an Online Service including Value Added Technology (including without limitation by incorporating, translating, or modifying, in whole or in part, any such Online Service), and which, if made without DS's authorization, would constitute copyright infringement. For the avoidance of doubt, (i) a library incorporating in whole or in part one or more libraries provided with an Online Service shall be considered as a Derivative Work of said one or more libraries but (ii) a Customer Model merely referencing Value Added Technology is not considered as a Derivative Work.

**Obfuscated Source Code** means a version of the Source Code generated by the Real Time Simulation Option preventing usual viewing and understanding by a qualified programmer of the said Source Code.

**Object Code** means computer-programming code, substantially or entirely in binary form, which is directly executable by a computer.

**Real Time Simulation Option** means an option of the Online Service that will allow Customer to generate Obfuscated Source Code for the primary purpose of real-time simulation.

**Source Code** means computer-programming code and related comment(s) and procedural and/or declarative code, which is not directly executable by a computer and may be printed out or displayed in a readable form and understandable by a qualified programmer. Source Code also includes header files and other human-readable files necessary for a Customer Application to be compiled.

**Source Code Generation Option** means an option of the Online Service that will allow Customer to process the Customer Model through value added processing and to generate a Source Code Output File based on said Customer Model.

**Source Code Output File** means output generated in the form of Source Code by the Source Code Generation option and based on the Customer Model. A Source Code Output File (i) contains Value Added Technology and (ii) has a structure dictated by the Value Added Technology integrated in the Online Service.

**Value Added Technology** means any portion or file of the Online Service, in any form or format that may be provided therewith, or any method used during the processing of the Customer Model by the Online Service, which is integrated in the Source Code Output File, the Binary Output File and/or the Customer Application. Without limitation, libraries (and their templates) of DS or its licensors and know-how or trade secrets of DS included in the Online Service shall be deemed Value Added Technology. For purpose of clarity, the method used by the Online Service to handle equations during Source Code Output File and Binary Output File generation shall be deemed to be DS's knowhow and trade-secret.

## **5.2 PRICING STRUCTURE DEFINITIONS**

**ASC** means the Annual Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. For the first year of each right to use a DS Offering, ASC is due together with the TSC. Provided Customer has paid TSC, payment of the ASC for a DS Offering entitles Customer to (i) use the DS Offering, (ii) Support Services for the Licensed Program(s) included in the DS Offering for one (1) year, including a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such Licensed Program(s) made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the Licensed Program(s) made available to Customer, and (iii) a one (1) year right to use and to receive Support Services for the elements of the DS Offering other than the Licensed Program(s) included in such DS Offering. Termination of ASC of a DS Offering ordered under a TSC/ASC pricing structure automatically terminates TSC. Each year, the ASC 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.

**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.

**TSC** means the Term-based Service Charge applicable to each DS Offering ordered under the TSC/ASC pricing structure. "TSCx" is a TSC for a period of "x" years. As an example, "TSC5" is a TSC for a period of five (5) years. The TSC is a one-time and non-refundable charge. Payment of the TSC for a DS Offering provides Customer with an access right to the Licensed Program(s) included in the DS Offering for a period as described in the Product Portfolio and/or in the Transaction Document, subject to the conditions set forth in the Agreement. TSC is not automatically renewed. Customer may terminate its online access of a DS Offering at any time and, if such option is generally available to the market, opt instead to install on Machines and use the functionally equivalent Release of the Licensed Program(s) being used by Customer upon the termination date of the corresponding ASC, provided that Customer requests such change in writing prior to such termination date and is not in breach of this Agreement. Any such use shall be for the remaining duration of the TSC ordered by Customer and subject to the terms of this Agreement.

**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**

**Casual Named User Based** means, when mentioned in a Transaction Document and with respect to a given DS Offering to which this OST applies, that the use of such DS Offering by a Named User shall not exceed forty (40) hours per calendar month unless otherwise stated in the Transaction Document and/or the Product Portfolio if available.

**Credit Based.** Use of a DS Offering granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the DS 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 DS 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 DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such DS Offering. 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 DS Offerings.



**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.

**Named User Based.** Use of a DS Offering in Named User Based mode is authorized for the maximum number of Named Users and/or Extended Enterprise Named Users, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer shall not use any automated program or “user agent” program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the DS Offering does not exceed the maximum number of rights granted to Customer for such DS Offering. Upon DS’s request, Customer shall provide DS with a signed document listing (i) the number of Named Users and Extended Enterprise Named Users, as applicable, (ii) the type of use of the DS Offerings, and (iii) the locations and types of the systems on which DS Offerings operate or Customer has installed the DS Offering(s) as applicable. DS may provide Customer with one or more utilities, either included within the DS 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 DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

**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.

**Token Based.** Use of a DS Offering granted in Token Based mode provides a right to use a determined number of tokens for the access duration to the DS Offering. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such DS Offering. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other DS Offerings.

## 6. TRADEMARKS

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