

# DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR 3DEXPERIENCE R2022x LICENSED PROGRAMS ADDITIONAL TERMS #2

Due to new available Licensed Programs, these additional terms #2, which supplement the Offering Specific Terms for 3DEXPERIENCE R2022x 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 R2022x Licensed Programs and the additional terms #1, shall remain in full force and effect.

The Offering Specific Terms for 3DEXPERIENCE R2022x 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

##### **DS Offering usage data collection**

The following provisions supersede those of the corresponding section of the Offering Specific Terms for 3DEXPERIENCE R2022x Licensed Programs:

*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 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.*