

# DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR 3DEXPERIENCE R2023x LICENSED PROGRAMS

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 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.

## 1. PRICING STRUCTURES

Licenses and Support Services for the Licensed Programs to which this OST applies are 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

Licenses for the Licensed Programs 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
- Concurrent (or Floating) Based
- Credit Based
- Named User Based
- System License
- Token Based

Licenses for the Licensed Programs 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 Licensed Programs has been authorized, may use the Licensed Programs 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 Licensed Programs 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.

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

## 2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

### **Business Analytics Server (6MP-EUS) DS Offering**

This Licensed Program is eligible for production purpose on one or several Machines within the limited number of related ordered tokens. Upon request, Customer can be granted two hundred percent (200 %) additional tokens to be able to use this Licensed Program for non-production purpose on dedicated Machines.

### **Any Licensed Programs which name ends with "Index"**

Each of these Licensed Programs is eligible for production purpose on one or several Machines within the limited overall indexing capacity of such related Licensed Programs, as specified in the Documentation. Upon request, Customer can be granted two hundred percent (200 %) additional indexing capacity of such Licensed Programs to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

### **REDUCE Cluster Capacity for 2 500 000 parts (6MP-X1B), REDUCE Cluster Capacity for 500 000 parts (6MP-X1M), REDUCE Cluster Capacity for 100 000 parts (6MP-X1S) and REDUCE Cluster Capacity for 10 000 parts (6MP-X1I) DS Offerings**

Each of these Licensed Programs is eligible for production purpose for one (1) index on one (1) Machine within the limited overall clustering capacity of such related Licensed Programs, as specified in the name of such related Licensed Programs and/or Documentation. Upon request, Customer can be granted one hundred percent (100 %) additional clustering capacity of such Licensed Programs to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

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

As an exception to the Agreement, for Licensed Programs which give access to behavior (Modelica) libraries as defined in the Documentation, as long as the corresponding license for the Licensed Programs 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 Licensed Programs 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 Source Code Generation Option license 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 license on 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 Binary Model Export Option license 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 Real Time Simulation Option license 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 license on 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**

### **Embedded compute capability**

For each Concurrent (or Floating) Based Licensed Program listed below in Table 1, which comprises 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.

**Table 1**

<b>DS Offering Name</b>	<b>Product Number</b>
<i>Function Driven Generative Designer</i>	6CP-GDE
<i>Flow Driven Generative Designer</i>	6CP-GDF
<i>Structural Generative Designer</i>	6CP-SGD
<i>Composites Engineer for Transportation &amp; Mobility</i>	6CP-COEFT
<i>Composite Structures Engineer for Marine and Offshore</i>	6CP-CSEMO
<i>Design Automation Engineer</i>	6CP-TED
<i>Motion Designer</i>	6CP-MKM

### **Distributed live rendering**

For each *Distributed Live Rendering Token Pack (6TB-DIR-M)* Token Based Licensed Program, Customer is delivered twenty-five (25) tokens. Each token enables the distribution of rendering jobs on one (1) node. A node has to be understood as one (1) computing machine where one (1) operating system is running, in which one (1) distributed Stellar rendering client software is installed to execute central processing unit (CPU) based rendering, unless defined differently in the Documentation.

### **Company apps execution**

Each *Company Apps Execution Token Pack (Small) (6TB-KAT-S)* Token Based Licensed Program enables one (1) background execution of company apps at a time, unless defined differently in the Documentation.

### **Generative functional tolerancing**

For each *Generative Functional Tolerancing Credit Pack (6TB-GFC-M)* Credit Based Licensed Program, Customer is delivered five hundred and four (504) credits, unless defined differently in the Documentation. Consumption rules of credits are specified in the Documentation.

### **Multidiscipline automated drafting**

For each *Multidiscipline Automated Drafter (6NB-FAP, 6CB-FAP-C)* Licensed Program, 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.

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.

Moreover, to be able to generate more views, Customer must order *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program. For each *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to generate four thousand (4,000) views, unless defined differently in the Documentation.

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

### **Operations experience projects**

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

Moreover, to be able to use *Operations Experience Manager (6NP-RFE)* Licensed Programs, at least one (1) *Operations Experience COGS (100M Euro) (6MP-OEV)* Licensed Program is required.

### **Multidiscipline automated drafting for outfitting or structure fabrication**

For each *Outfitting Fabrication Engineer for Marine (6NB-POFEM)* or *Structure Fabrication Engineer for Marine (6NB-PSFEM)* Licensed Program, 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 a view that can be generated in a drawing sheet.

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.

Moreover, to be able to generate more views, Customer must order the *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program. For each *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to generate four thousand (4,000) views, unless defined differently in the Documentation.

## **ENOVIA - 3DEXPERIENCE Open business category**

The *Content Replication (6MP-XRS)* Licensed Programs are authorized for use on Machines which are not necessarily located on Customer's Premises and/or Customer's country, being stated that one (1) *Content Replication (6MP-XRS)* Licensed Program is required per Machine physical location.

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

The Licensed Programs listed below in Table 2 are granted for use only on a project to be described in the Agreement regarding scope for which the referential is built and used, including in particular its geographical boundaries.

**Table 2**

<b>DS Offering Name</b>	<b>Product Number</b>
<i>City Index</i>	6MB-C4X
<i>City Small Index</i>	6MB-C4X-S
<i>City Referential Manager</i>	6NP-CRMIC
<i>City Contributor</i>	6NP-CCNIC
<i>City Viewer</i>	6NP-CTVIC

### **SIMULIA - 3DEXPERIENCE Anatomical business category**

#### **Living Heart Human Model (6CB-SHH) DS Offering**

Each ordered Licensed Program grants a right to use the available content (FEA model & related intellectual property delivered with the Licensed Program) within one (1) simultaneous Simulation Job. If Customer has been granted several Licensed Programs, the right to use the included content in a Simulation Job can be pooled to enable individual users to execute more than one (1) simultaneous Simulation Job. The total number of simultaneous Simulation Jobs using the available content shall not exceed the total number of *Living Heart Human Model (6CB-SHH)* Licensed Programs ordered by Customer.

### **SIMULIA - 3DEXPERIENCE Simulation business category**

#### **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 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.

## **3. OTHER PERMITTED USES FOR DS OFFERINGS**

### **USE FOR CERTAIN SERVICES**

Except for Development Tool Kits, Customer is authorized to use the Licensed Programs 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 Licensed Programs. In any event, Customer may not (1) use the Licensed Programs 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) install and/or operate and/or give access to the Licensed Programs on any hardware and/or software environment owned by or under control of any third party 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 Licensed Programs with third party end users.

## **SIMULIA - 3DEXPERIENCE Simulation – Anatomical business category**

### **Living Heart Human Model (6CB-SHH) DS Offering**

#### **LICENSE AND USE RIGHTS**

Notwithstanding anything to the contrary in the Article “Grant” of the Agreement, DS grants Customer, from the Effective Date of the license, a non-exclusive and non-transferable (except as expressly permitted in the Agreement) right, for the duration identified in the Transaction Document and solely for its internal business use, to (i) modify the databases provided within the Anatomical Licensed Programs and (ii) copy the Anatomical Licensed Programs.

Unless DS provides express written consent otherwise, Customer (i) is only permitted to make modifications to databases provided within the Anatomical Licensed Program from within the graphical user interface of another Licensed Program which is necessary to run the Anatomical Licensed Program, or with a dedicated, stand-alone, text editor (for example Microsoft Word or Emacs) and (ii) shall use simulation results obtained from the Anatomical Licensed Program solely in combination with any other Licensed Programs, excluding any other software and open source, that is capable of creating a numerical or finite element based model, and (iii) shall not translate the Anatomical Licensed Programs into any other proprietary or commercial numerical or finite element based modeling or solution format.

Customer is expressly prohibited from distributing any text file, or any portion thereof, which is necessary to run the Anatomical Licensed Program.

#### **OWNERSHIP**

Customer shall retain title to all modifications made to the databases included within the Anatomical Licensed Program. Modifications may include, without limitation, the insertion by Customer of medical devices or additional or alternative material definitions into the Anatomical Licensed Program. Customer agrees that DS may create derivative works or enhance the Anatomical Licensed Program which may contain similar or identical modifications to those made to the Anatomical Licensed Program by Customer. In such a case, DS shall retain title to its own modifications or creations and Customer will not bring any claim against DS or any DS Group Company related to such derivative work or enhancement.

#### **WARRANTY**

DS does not warrant that the Anatomical Licensed Program will materially conform to its Documentation if Customer modifies the Anatomical Licensed Program in any way.

## **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:

#### Sencha components

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

#### VISA libraries

VISA libraries are not provided as part of this product.

The use of VISA libraries in conjunction with this product is subject to the acceptance by the Customer of the IVI Foundation license agreement.

The aforementioned IVI Foundation license agreement can be obtained from the IVI Foundation and shall only bind Customer and the IVI Foundation.

## 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 Licensed Programs.
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.
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.
10. Third party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third party technology is licensed to Customer for use with the given Licensed Programs under the separate third party terms.
11. 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.
12. 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 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.

#### IBM MPI Community Edition

The IBM MPI Community Edition component is not licensed under the terms of the Agreement but under the terms of the IBM International License Agreement for Non-Warranted Programs.

The Support Services provided by DS under the Agreement are not applicable to third party components listed hereunder:

Oracle Java Runtime Environment (JRE) and Apache TomEE+ (including both Tomcat and Java EE).

## **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.

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

**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 Licensed Program 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 Licensed Program.

**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 Licensed Program and which purpose is to model, simulate and/or control systems.

**Derivative Work** means work that Customer has derived from a Licensed Program including Value Added Technology (including without limitation by incorporating, translating, or modifying, in whole or in part, any such Licensed Program), 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 a Licensed Program 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 Licensed Program 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 Licensed Program that will allow the 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 Licensed Program.

**Value Added Technology** means any portion or file of the Licensed Program, in any form or format that may be provided therewith, or any method used during the processing of the Customer Model by the Licensed Program, 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 Licensed Program shall be deemed Value Added Technology. For purpose of clarity, the method used by the Licensed Program 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

**ALC** means Annual License Charge which is a yearly charge. For the first year of each license of each DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a DS Offering entitles Customer to (i) Support Services for the DS Offering for one (1) year and (ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such DS Offering made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the DS Offering delivered to Customer. The applicable price for the ALC for any given year is the price of the previous year plus the last percentage of increase applicable to the license of a DS Offering in a given country, as published at <https://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the ALC according to the applicable price index since the date of the last price increase published by DS at <https://www.3ds.com/terms/price> for the related DS Offering.

**PLC** means Primary License Charge applicable to each license of a DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license.

**QLC** means the Quarterly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a DS Offering entitles Customer to (i) a three (3) months license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such quarter, in lieu of the license(s) on the previous Release(s) of such DS Offering, and (ii) Support Services for the DS Offering for such three (3) months period. QLC is not automatically renewable. Termination of Support Services is not permitted without terminating the license of the DS Offering.

**TBL** means Term Based License charge applicable to each license of a DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a DS Offering provides Customer with a license for a period as described in the Product Portfolio and in the Transaction Document (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license. "TBLx" is a TBL for a period of "x" years. As an example, "TBL2" is a TBL for a period of two (2) years. TBL is not automatically renewable.

**YLC** means the Yearly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a DS Offering entitles Customer to (i) a one (1) year license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such year, in lieu of the license(s) on the previous Release(s) of such DS Offering, and (ii) Support Services for the DS Offering for one (1) year. The applicable price for the YLC for any given year is the price of the previous year plus the last percentage of increase applicable to the use of a DS Offering in a given country, as published at <https://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the YLC according to the applicable price index since the date of the last price increase published by DS at <https://www.3ds.com/terms/price> for the related DS Offering. Termination of Support Services is not permitted without terminating the license of the DS Offering.

## 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.

**Concurrent (or Floating) Based.** Use of a DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, as applicable.

**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 duration of the license. 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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