

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR 3DEXPERIENCE R2024x 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 3DS 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 3DS 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 3DS 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) 3DS 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 3DS 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 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

Images, videos, and texts presenting 3DS Offerings functionalities and included as marketing materials in the Platform are not contractual. Customer shall only refer to the Documentation with respect to the 3DS Offerings functionalities.

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

To execute certain 3DS Offerings ordered under a Named User Based licensing scheme, a System License of another 3DS Offering may be required. Moreover, to be able to have access to a dedicated cloud, Customer must be current with the payment related to the rights to use of (i) one (1) *Dedicated Cloud Environment (6MP-XVD-DC)* 3DS Offering ordered under the System License licensing scheme and (ii) a minimum of five hundred (500) 3DS Offerings ordered under the Named User Based licensing scheme among the 3DS Offerings listed below in Table 1.

Table 1

3DS Offering Name	Product Number
<i>Collaborative Business & Industry Innovator</i>	6NB-PCS-DC
<i>Collaborative Industry Innovator</i>	6NP-CSV-DC

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, 3DS 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 3DS 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, 3DS 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, 3DS 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, 3DS 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, 3DS 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. 3DS 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, 3DS 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, 3DS 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.

3DEXPERIENCE Open business category

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 payment 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)* 3DS 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 3DS Offerings ordered under the Named User Based licensing scheme for a given Platform among the 3DS Offerings listed below in Table 2.

Table 2

3DS Offering Name	Product Number
<i>Collaborative Business & 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

3DEXCITE - 3DEXPERIENCE Marketing/Sales business category

For each Online Service listed below in Table 3, Customer is delivered a quantity of render credits. Consumption rules of render credits are specified in the Documentation.

Table 3

3DS Offering Name	Product Number	Render Credits delivered
<i>3D Render Small</i>	<i>6TP-RCX-S-DC</i>	One hundred and thirty five (135)
<i>3D Render Medium</i>	<i>6TP-RCX-M-DC</i>	Two thousand and five hundred (2,500)
<i>3D Render Large</i>	<i>6TP-RCX-L-DC</i>	Twenty thousand (20,000)

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.

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-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 (4,000) views, unless defined differently in the Documentation.

Company apps execution

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

Systems Simulation

For each *Systems Simulation Analyst (6NB-SIC-DC)* Online Service, Users (and Extended Enterprise Users, as applicable) are granted the right to execute up to five hundred (500) systems simulations, depending on server resources consumption, as defined in the Documentation. A systems simulation has to be understood as a single computation, which is based on the parameters that Users define in the model of the system. The computation involves compilation, simulation execution and simulation results.

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

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-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 payment related to the rights to use of at least one (1) *Operations Experience COGS (100M Euro) (6MP-OEV-DC)* Online Service. As well, to be able to use *Operations Experience Supervisor (6NP-OES-DC)* Online Service, Customer must be current with the payment related to the rights to use of at least one (1) *Operations Experience COGS (100M Euro) (6MP-OEV-DC)* Online Service.

Multidiscipline automated drafting for outfitting or structure fabrication

For each *Outfitting Fabrication Engineer for Marine (6NB-POFEM-DC)* or *Structure Fabrication Engineer for Marine (6NB-PSFEM-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 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-DC)* Credit Based Online Service. 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 (4,000) views, unless defined differently in the Documentation.

ENOVIA - 3DEXPERIENCE Governance/Lifecycle business category

Business process service task

For each *Business Process Player (6NP-BPO-DC)* Online Service, Customer is delivered a given number of business process service tasks, as defined in the Documentation. Consumption rules of business process service tasks are specified in the Documentation.

For one (1) Platform, business process service tasks are shared among all the authorized Users (and/or Extended Enterprise Users, as applicable). Such tasks belonging to one (1) Platform cannot be transferred to another Platform.

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

GEOVIA - 3DEXPERIENCE Virtual Planet business category

The Online Services listed below in Table 4 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 4

3DS Offering Name	Product Number
<i>City Index for Cloud</i>	<i>6MP-CIX-DC</i>
<i>City Small Index for Cloud</i>	<i>6MP-CIX-S-DC</i>
<i>City Referential Manager</i>	<i>6NP-CRMIC-DC</i>
<i>City Contributor</i>	<i>6NP-CCNIC-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 3DS 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 3DS 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 3DS Offering.

3. OTHER PERMITTED USES FOR 3DS 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 3DS. Customer shall indemnify and defend 3DS 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 3DS' sole discretion, 3DS 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;
- 3DS 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;
- 3DS 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 3DS 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 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

4.1 OPEN SOURCE COMPONENTS

The 3DS 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 3DS 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 3DS 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 3DS under the Agreement apply to all open source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS 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.

Adobe® PDF Library provided by Datalogics™:

Adobe Inc. is the owner of certain proprietary information and intellectual property rights included in the Licensed Programs and the Documentation. Adobe is a third party beneficiary entitled to enforce Datalogics' rights and your obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for your breach of such obligations. You may embed copies of the font software into your electronic documents for purpose of printing, viewing and editing the document. No other embedding rights are implied or permitted under this license.

Datalogics, Inc. and Adobe Inc. do not and cannot warrant the performance results you may obtain by using the software.

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 3DS.

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 3DS.

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 3DS.

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 3DS.

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.

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.

Matlab compiler

Customer acknowledges that the Online Service has been created with MATLAB®, The MathWorks, Inc. (release indicated in IdEM's About box) and relies on the Matlab Compiler Runtime (MCR) environment. The MathWorks, Inc. owns the copyright in the MCR libraries. Installation and use of the Online Service is subject to Customer's acceptance of the terms of The MathWorks, Inc. Software License Agreement, available in the MCR libraries installation directory (MCR Install Directory\version_number\MCR_license.txt). In particular:

- Customer may use the MCR libraries for the sole purpose of running the Online Service.
- Customer is prohibited from making copies of the MCR libraries accessible to any third party.
- Customer may not modify or remove any license agreement file (The MathWorks, Inc. or third-party) that is included with the MCR libraries.

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.
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 Online Services 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 3DS. Customer may not contact 3DS for support for Oracle software not licensed through 3DS.

Coilcraft Device Library

1. The Coilcraft Inductor library and/or the Coilcraft Inductor models are being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Coilcraft be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Inductor models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights in the Coilcraft Inductor models are owned by Coilcraft. Duplication or re distribution of the Coilcraft Inductor models without prior written permission of Coilcraft is prohibited.
4. The Coilcraft Inductor models are subject to modification or change without any prior notice.
5. Otherwise, the use of the Coilcraft Inductor models is governed by the terms of the software license agreement.

Würth Elektronik for CST Studio Suite

1. The Würth Elektronik for CST Studio Suite library is being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Würth Elektronik eiSos GmbH & Co. KG be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Würth Elektronik for CST Studio Suite library models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights in the Würth Elektronik for CST Studio Suite library models are owned by Würth Elektronik eiSos GmbH & Co. KG. Duplication or redistribution of the Würth Elektronik Studio Suite library models without prior written permission of Würth Elektronik eiSos GmbH & Co. KG is prohibited.
4. The Würth Elektronik for CST Studio Suite library models are subject to modification or change without any prior notice.

TDK Simulation Models

1. The TDK Simulation Models are being provided solely for informational purposes. Please refer to the product specifications in terms of detailed characteristics of such products.
2. In no event shall TDK Corporation or any of its subsidiaries be liable for any loss or damage arising, directly or indirectly, from any information contained in the TDK Simulation Models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights on the TDK Simulation Models are owned by TDK Corporation. Duplication or redistribution of the TDK Simulation Models without prior written permission from TDK Corporation is prohibited.
4. The TDK Simulation Models are subject to any modification or change without any prior notice.
5. Neither TDK Corporation nor any of its subsidiaries shall make any warranty, express or implied, including but not limited to the correctness, implied warranties of merchantability and fitness for a particular purpose with respect to the TDK Simulation Models.
6. The user of the TDK Simulation Models shall be deemed to have consented to the terms and conditions hereof.

The MathWorks, Inc.

Customer waives any and all claims related to the Agreement or the Online Services or Documentation, for any direct, indirect, incidental or consequences damages or any obligation to provide remedial actions, on any basis, against The MathWorks, Inc. and its licensors.

Third party components included in SOLIDWORKS Connected

The following terms supplement the Export section of the Agreement:

Customer acknowledges that the 3DS Offerings including SOLIDWORKS Connected Online Service, 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 3DS Offerings or permit transshipment of these 3DS 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 3DS, 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 3DS 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 3DS under the Agreement are not applicable to third party components listed hereunder:

TDM file reader and writer interface

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

MainWin

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 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

Extended Enterprise User means an employee of Customer's affiliate(s), supplier(s) and/or customer(s) authorized to use Customer's 3DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the 3DS 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 3DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Machine means a device on which a 3DS 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 3DS 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 3DS 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 3DS 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 Education Use (or former Academic Use) of the 3DS Offerings for its Users).

Any use of 3DS 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 3DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings.

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a 3DS 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 Education Use (or former Academic Use) of 3DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or non-profit research or (ii) any individual duly enrolled in Customer's education 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 3DS'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.

Development Tool Kit means a 3DS 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 3DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio or (iii) in the Program Directory (PDir) 3DEXPERIENCE Platform Administration section.

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 3DS or its licensors and know-how or trade secrets of 3DS 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 3DS's knowhow and trade-secret.

5.2 PRICING STRUCTURE DEFINITIONS

ASC means the Annual Service Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. For the first year of each right to use a 3DS Offering, ASC is due together with the TSC. Provided Customer has paid TSC, payment of the ASC for a 3DS Offering entitles Customer to (i) use the 3DS Offering, (ii) Support Services for the Licensed Program(s) included in the 3DS 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 3DS 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 3DS Offering other than the Licensed Program(s) included in such 3DS Offering. Termination of ASC of a 3DS 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 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QSC for a 3DS Offering entitles Customer to (i) a three (3) month right to use the 3DS Offering and (ii) Support Services for such 3DS Offering for three (3) months. Customer is deemed to have accepted to renew any 3DS Offering for three (3) months and to pay QSC at the then applicable price, if Customer continues to use such 3DS Offering(s) after the anniversary date of the 3DS 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 3DS 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 3DS Offering provides Customer with an access right to the Licensed Program(s) included in the 3DS 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 3DS 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 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YSC of a 3DS Offering entitles Customer to (i) a one (1) year right to use the 3DS Offering and (ii) Support Services for such 3DS Offering for one (1) year. Customer is deemed to have accepted to renew any 3DS Offering for one (1) year and to pay YSC at the then applicable price, if Customer continues to use such 3DS Offering(s) after the anniversary date of the 3DS 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 3DS Offering to which this OST applies, that the use of such 3DS 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 3DS Offering granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the 3DS 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 3DS 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 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS 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 3DS Offerings.

Extended Enterprise Named User means an Extended Enterprise User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Named User means a User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Named User Based. Use of a 3DS 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 3DS 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 3DS Offering does not exceed the maximum number of rights granted to Customer for such 3DS Offering. Upon 3DS’s request, Customer shall provide 3DS 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 3DS Offerings, and (iii) the locations and types of the systems on which 3DS Offerings operate or Customer has installed the 3DS Offering(s) as applicable. 3DS may provide Customer with one or more utilities, either included within the 3DS 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 3DS 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 3DS 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 3DS Offerings may be required in order to be granted a System License. If the name of the 3DS Offering includes a specific reference to “Departmental Site License”, such 3DS 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 3DS Offerings rights to use, to be granted a System License.

Token Based. Use of a 3DS Offering granted in Token Based mode provides a right to use a determined number of tokens for the access duration to the 3DS 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 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS 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 3DS Offerings.

6. TRADEMARKS

The trademarks listed in the Dassault Systèmes Trademarks section at <https://www.3ds.com/legal-information> are commercial trademarks or registered trademarks of Dassault Systèmes, a French “société européenne” (322 306 440 R.C.S. Versailles), or its subsidiaries in the United States and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

3DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.