

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

3DEXPERIENCE R2025x Dedicated Cloud

ONLINE SERVICES

ADDITIONAL TERMS #2

These additional terms #2, which supplement the Offering Specific Terms for 3DEXPERIENCE R2025x Dedicated Cloud Online Services and the additional terms #1, are an integral part of such Offering Specific Terms. Except as expressly supplemented by these additional terms #2, all terms and conditions of the Offering Specific Terms for 3DEXPERIENCE R2025x Dedicated Cloud Online Services and the additional terms #1 shall remain in full force and effect.

The Offering Specific Terms for 3DEXPERIENCE R2025x Dedicated Cloud Online Services, the additional terms #1 together with these additional terms #2 (OST) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between 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.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

NETVIBES - 3DEXPERIENCE Business Analytics business category

Value network / Sourcing & standardization

The following provisions supersede those of the corresponding section of the Offering Specific Terms for 3DEXPERIENCE R2025x Dedicated Cloud Online Services:

For each Standard Component Manager (6NP-EPA-DC) or Preferred Component Consumer (6NP-EPU-DC) Online Service, Customer is granted the right to manage up to twenty thousand (20,000) parts stored in the Platform or in-house parts as defined in the Documentation. Moreover, for the management of additional parts stored in the Platform and in-house parts, Customer must order the required number of Online Services under the Token Based licensing scheme, among the Online Services listed below in Table 5a.

Table 5a

3DS Offering Name	Product Number	Number of parts
Data Science Tokens	6TB-ATK-S-DC	Six hundred thousand (600,000)

Any Standardization Intelligence Analyst (6NP-SDI-DC) Online Service grants the right to process up to forty thousand (40,000) clustering parts for standardization stored in the Platform or in-house clustering parts for standardization, as defined in the Documentation, in one (1) platform, whatever the number of Standardization Intelligence Analyst (6NP-SDI-DC).

Any Classification Intelligence Analyst (6NP-CLY-DC) Online Service grants the right to process up to forty thousand (40,000) clustering parts for standardization stored in the Platform or in-house clustering parts for standardization, as defined in the Documentation, in one (1) platform, whatever the number of Classification Intelligence Analyst (6NP-CLY-DC).

For the avoidance of doubt, additional Standardization Intelligence Analyst (6NP-SDI-DC) or Classification Intelligence Analyst (6NP-CLY-DC) Online Services do not grant the right to process more clustering parts.

Moreover, for the management of additional clustering parts stored in the Platform and in-house clustering parts, Customer must order the required number of Online Services under the Token Based licensing scheme, among the Online Services listed below in Table 5b.

Table 5b

3DS Offering Name	Product Number	Number of clustering parts
Data Science Tokens	6TB-ATK-S-DC	Fifteen thousand (15,000)

3. OTHER PERMITTED USES FOR 3DS OFFERINGS

The following provisions supplement those of the corresponding section of the Offering Specific Terms for 3DEXPERIENCE R2025x Dedicated Cloud Online Services:

USE OF CERTAIN FEATURES

3DS in its sole discretion may provide, at no additional cost, the ability for Customer to use certain features made available as part of 3DS Offerings for early evaluation purposes (the "Features"). Such Features are clearly identified, displaying terminology such as "beta," "early delivery," etc. on the user interface or in the Documentation, and may be used solely with the applicable 3DS Offering.

In electing to use Features, Customer expressly acknowledges and accepts that:

1. use of the Features as set forth herein is at Customer's own discretion and risk; and
2. as is always the case but of particular importance here given the early evaluation nature of these Features, Customer should ensure prior validation of any output created using the Features before use in production and especially in business-critical systems; any decision by Customer to use them in such contexts must be made with due care and consideration of the potential consequences.

THE FEATURES ARE 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 MAXIMUM 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 Features. In particular, the warranty, indemnification and Support Services provided by 3DS under the Agreement shall not apply to the Features.

3DS in its sole discretion may elect at any time to discontinue the Features in whole or in part, modify the scope, functionality, format and output of any Features, and limit their use, all without liability. No express or implied commitment is made regarding the potential future availability of any Features.

In future delivery of the 3DS Offerings, 3DS in its sole discretion may elect to make the Features, in whole or in part, available in 3DS Offerings or in other 3DS offerings, to adapt their price and to restrict their use to specific countries, licensing schemes and/or other scope.

Customer acknowledges that the Features may leverage artificial intelligence models, systems or technologies for certain functionalities (the "AI-based Functionalities").

Customer may not use such AI-based Functionalities and their outputs ("Outputs") in a manner that is considered as prohibited or high-risk under applicable laws and regulations and/or for non-appropriate purposes, including but not limited to:

- Promoting or facilitating illegal activities or unlawful or fraudulent actions;
- Attempting unauthorized access to a system, property, or information;
- Generating illicit content or content that contains or promotes illicit or non-appropriate content;
- Distributing malware or spam;
- Contravening regulatory policies, administrative rules and/or guidelines;
- Tracking people without consent;
- Falsely impersonating an individual; or
- Mining cryptocurrency.

Customer's ownership of Outputs is subject to 3DS and/or third-parties pre-existing rights which may be embedded or included in such Outputs. Customer acknowledges and agrees that (i) the Outputs may not qualify for intellectual property protection; (ii) different 3DS' customers may produce same or similar Outputs when using the AI-based Functionalities, and (iii) Customer's rights to the Outputs may not be enforceable against other users of AI-based Functionalities.

Customer shall (i) inform Users (and Extended Enterprise Users, as applicable) that the Features may include AI-based Functionalities and (ii) train Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations as well as with this Agreement when using AI-based Functionalities.

AI-based Functionalities may include AI models, systems, technologies or features licensed from third-parties that require 3DS to pass through third-party terms. Customer shall comply with such third-party terms as made available by 3DS in this OST, within the Documentation or otherwise.