

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### SIMULIA® Abaqus 6.14 and Abaqus 6.14-AP Anatomical 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 the following licensing scheme (specifying the authorized use), as specified in the Product Portfolio if available, and as determined in the applicable Transaction Document:

- Concurrent (or floating) Based

Each Licensed Program in Concurrent Based mode requires a unique license for each concurrent use of the Licensed Program. Customer may receive a license key for each License Server which will permit access to the agreed number of concurrent uses for the Licensed Programs.

Licensed Programs may be accessed and executed by Users whose usual workplace is at the same facility as the License Server (1) on the License Server itself, and (2) on other Machines that are networked to the License Server at the same site as the License Server or are located in the same country as the License Server, as identified in the Transaction Document.

Within the parameters of the Transaction Document, Customer may from time to time designate the License Server(s) for which license keys may be provided and from which the Licensed Programs shall be available to other Machine(s) subject to the restrictions described in this OST.

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.

##### 2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

**NONE**

### 3. OTHER PERMITTED USES FOR LICENSED PROGRAMS

All terms of the Agreement that are not modified according to this OST remain applicable.

**USE FOR CERTAIN SERVICES.** 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 use the Licensed Programs (1) to develop similar programs or 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) for 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) to 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) to represent or imply to any party that it is an authorized or certified provider of services for DS. Customer shall indemnify, defend and hold harmless 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.

**LICENSE AND USE RIGHTS:** Notwithstanding anything to the contrary in the Article "Grant" of the General Terms of the Agreement, DS grants Customer, from the Effective Date, a non-exclusive and non-transferable (except as expressly permitted in the General Terms of 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 Licensed Programs and (ii) copy the Licensed Programs to which this OST applies.

Customer shall use the Licensed Program to which this OST applies only in combination with other Licensed Programs. Customer is permitted to make modifications to databases provided within the Licensed Program to which this OST applies from within the graphical user interface of another Licensed Program. Customer is expressly prohibited from modifying, distributing or reproducing any input file or any portion thereof created by another Licensed Program and which is necessary to run the Licensed Program to which this OST applies. Simulation results obtained from the Licensed Program may not be used with any other software, including but not limited to open source, that is capable of creating a numerical or finite element based model.

**OWNERSHIP:** Customer shall retain title to all modifications made to the databases included within the Licensed Program. Modifications may include, without limitation, the insertion by Customer of medical devices or additional or alternative material definitions into the Licensed Program. Customer agrees that DS may create derivatives works or enhance the Licensed Program which may contain similar or identical modifications to those made to the 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 Licensed Program will materially conform to its Documentation if Customer modifies the Licensed Program in any way.

**TERMINATION OF THE LICENSED PROGRAM OR THE SUPPORT SERVICES:** Notwithstanding anything to the contrary in the Article "Termination" of the General Terms of the Agreement, upon (i) termination for convenience by Customer of the license of the Licensed Program or the Support Services or (ii) expiration of the license of the Licensed Program or the Support Services, Customer is authorized to retain copies of the current and previous Releases of the Licensed Program, or any portion thereof, to which this OST applies, with reduced rights of use as detailed hereinafter. Customer may access such copies of the current and previous Releases of the Licensed Programs and any simulation results already obtained from the Licensed Program for interrogation or post-processing, including the generation of images or reports, but may not execute any additional solver uses.

### 4. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

The specific terms relating to the use of certain third party software 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 SOFTWARE

The DS Offerings may include open source software 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 of the DS Offerings.

Except for components mentioned in the section "EXCLUSIONS" below, the warranty indemnification and Support Services provided by DS under the Agreement apply to all such 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 SOFTWARE TERMS**

The following terms apply in addition to the Agreement:

**NONE**

#### **4.3 EXCLUSIONS**

The warranty and Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

**NONE**

### **5. DEFINITIONS**

The following definitions are added to the section “Definitions” of the Agreement.

**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” 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.

**License Server** means the Machine for which license keys are authenticated, and from which tokens shall be available to other Machines, if applicable.

**Machine** means computer equipment on which a Licensed Program is executed (1) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer’s premises (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Customer’s premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer, in the same country.

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

**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).

**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. 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.

#### **PRICING STRUCTURES**

**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 <http://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 <http://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 months period. QLC is not automatically renewable.

**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 <http://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 <http://www.3ds.com/terms/price> for the related DS Offering.

## **LICENSING SCHEMES**

**Concurrent (or floating) Based.** Use of a DS Offering in Concurrent Based mode is authorized for a maximum number of (i) simultaneous interactive pre or post processing uses and (ii) simultaneous solver uses.

## **6. TRADEMARKS**

Abaqus, 3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, 3DSWYM and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes S.A. or its subsidiaries in the U.S. and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes S.A. or its subsidiaries trademarks is subject to their express written approval.

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