

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### DELMIA Apriso Release 2024

## 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 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 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 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

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:

- System License (i.e. usage rights granted to the Users or Affiliate's Users at a given Site, as defined below)
- Named User Based

Licenses for the Licensed Programs to which this OST applies are granted for use on Machines by the Users and the Affiliate's Users (and Extended Enterprise Users and Affiliate's Extended Enterprise Users, as applicable) only (i) at the Site or Satellite Site and (ii) for a determined number of Resources, as identified in the Transaction Document and for which the 3DS Offerings are ordered.

Each license of the 3DS Offering which is assigned according to the Named User Based licensing scheme is granted to a specific Named User or a specific Extended Enterprise Named User as applicable, for a minimum duration of thirty (30) days even if the user's use of the 3DS Offering is removed during this period.

Customer shall be jointly and severally responsible for any breach by the Affiliate(s) and/or authorized users of the terms and conditions contained in the Agreement including this OST.

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.

#### 2.2. SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

*Center Of Excellence (5MP-ACE) and Center Of Excellence for an additional site (5MP-1CE) 3DS Offerings:*

For System License based licensing scheme, licenses for such 3DS Offerings are granted for use on Machine(s) by the Users or the Affiliate's Users only for a determined number of identified Sites, as listed in the Transaction Document and for which the licenses are ordered. A System License for a *Center Of Excellence for an additional site (5MP-1CE) 3DS Offering* requires a System License of the *Center Of Excellence (5MP-ACE) 3DS Offering* to be executed.

Time & Labor (5MP-ATL) and Time & Labor - for 1 Employee (5MP-T1L) 3DS Offerings:

For System License based licensing scheme, licenses for such 3DS Offerings are granted for use on Machine(s) by the Users or the Affiliate's Users only (i) on the Site or Satellite Site and (ii) for a determined number of Customer's or Affiliate's employees, as identified in the Transaction Document and for which the licenses are ordered. A System License for a *Time & Labor - for 1 Employee (5MP-T1L)* 3DS Offering requires a System License of the *Time & Labor (5MP-ATL)* 3DS Offering to be executed.

Satellite Operations Site (5MP-ASI) 3DS Offering:

The *Satellite Operations Site (5MP-ASI)* 3DS Offering requires a System License of *Production Manager (5MP-AOM)* and *Production Manager Resource (5MP-O1M)* 3DS Offerings to be executed. In this case, (i) the Site shall extend to include one additional Satellite Site and (ii) the total number of Resources shall include the aggregate number of Resources of the Site and one additional Satellite Site.

MPI (5MP-AIE) and MPI for an additional connected site (5MP-AIA) 3DS Offerings:

License for the *MPI (5MP-AIE)* 3DS Offering is granted for use on Machine(s) by the Users or the Affiliate's Users only at the Site. License for the *MPI for an additional connected site (5MP-AIA)* 3DS Offering extends the grant for use of *MPI (5MP-AIE)* to additional identified Site(s), as listed in the Transaction Document.

Global Traceability (5MP-AGT) and Global Traceability for an additional data source (5MP-1GT) 3DS Offerings:

License for *Global Traceability (5MP-AGT)* 3DS Offering is granted for use on Machine(s) by the Users or the Affiliate's Users only at the Site. License for *Global Traceability for an additional data source (5MP-1GT)* 3DS Offering extends the grant for use to additional data source to which *Global Traceability (5MP-AGT)* 3DS Offering is connected. A data source can be a DELMIA Apriso instance, a data base, ERP (Enterprise Resource Planning), MES (Manufacturing Execution System) or any other business system that is Customer or Affiliate owned and/or operated.

Complex Assembly Production Operator (5MP-APP) and Complex Assembly Production Operator User (5MP-P1P) 3DS Offerings:

For System License based licensing scheme, licenses for such 3DS Offerings are granted for use on Machine(s) by the Users or the Affiliate's Users only (i) on the Site or Satellite Site and (ii) for a determined number of Customer's or Affiliate's Users, as identified in the Transaction Document and for which the licenses are ordered. A System License for a *Complex Assembly Production Operator User (5MP-P1P)* 3DS Offering requires a System License of the *Complex Assembly Production Operator (5MP-APP)* 3DS Offering to be executed.

Production Supervisor (5MP-APV) and Production Supervisor User (5MP-P1V) 3DS Offerings:

For System License based licensing scheme, licenses for such 3DS Offerings are granted for use on Machine(s) by the Users or the Affiliate's Users only (i) on the Site or Satellite Site and (ii) for a determined number of Customer's or Affiliate's Users, as identified in the Transaction Document and for which the licenses are ordered. A System License for a *Production Supervisor User (5MP-P1V)* 3DS Offering requires a System License of the *Production Supervisor (5MP-APV)* 3DS Offering to be executed.

Warehouse Operator (5MP-AWO) and Warehouse Operator User (5MP-W1O) 3DS Offerings:

For System License based licensing scheme, licenses for such 3DS Offerings are granted for use on Machine(s) by the Users or the Affiliate's Users only (i) on the Site or Satellite Site and (ii) for a determined number of Customer's or Affiliate's Users, as identified in the Transaction Document and for which the licenses are ordered. A System License for a *Warehouse Operator User (5MP-W1O)* 3DS Offering requires a System License of the *Warehouse Operator (5MP-AWO)* 3DS Offering to be executed.

Warehouse Supervisor (5MP-AWV) and Warehouse Supervisor User (5MP-W1V) 3DS Offerings:

For System License based licensing scheme, licenses for such 3DS Offerings are granted for use on Machine(s) by the Users or the Affiliate's Users only (i) on the Site or Satellite Site and (ii) for a determined number of Customer's or Affiliate's Users, as identified in the Transaction Document and for which the licenses are ordered. A System License for a *Warehouse Supervisor User (5MP-W1V)* 3DS Offering requires a System License of the *Warehouse Supervisor (5MP-AWV)* 3DS Offering to be executed.

### **3. OTHER PERMITTED USES FOR 3DS 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 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 Licensed Programs with third party end users.

## 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 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 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:

**NONE**

### 4.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

**NONE**

The Support Services provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

**NONE**

## 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.

**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.

**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.

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

**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**

**Affiliate** means any entity which Controls, is Controlled by, or is under common Control with the Customer. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon request, Customer agrees to confirm in writing to 3DS the Affiliate status of a particular entity.

**Affiliate's Extended Enterprise User** means an employee of Affiliate'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 Affiliate's Extended Enterprise User(s) to conduct business with Affiliate. The use of the 3DS Offering by any such Affiliate's Extended Enterprise User(s) 1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Affiliate's Extended Enterprise User's performance of services for and on behalf of Affiliate, and 2) shall exclude any use by Affiliate's 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. Affiliate's Extended Enterprise Users are authorized if so specified in the Product Portfolio.

**Affiliate's User** means any (a) Affiliate's employee, or (b) employee of Affiliate's consultant(s) or subcontractor(s) (i) who accesses a 3DS Offering, (ii) who works for the exclusive internal needs of Affiliate and (iii) whose usual workplace is located within Affiliate's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Affiliate's employee may also work according to Teleworking conditions.

**Control** and/or **Controlled by** means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

**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) or to an Affiliate (or under its sole control or supervision) and (b) located on Customer's premises or Affiliate's premises (provided when applicable that Users, Affiliate's Users, Extended Enterprise Users and Affiliate's Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Customer's premises or Affiliate's premises) or (ii) authorized by Customer or an Affiliate according to its own information technology charter or equivalent whereby third party devices (such as Users or Affiliate's 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 or Affiliate, as applicable.

**Remote Access** means, if so specified in the Product Portfolio, that Users, Affiliate's Users, Extended Enterprise Users and/or Affiliate's 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).

**Resource** means an individual, a piece of equipment, a tool, or another non-inventory asset that Customer or an Affiliate, if applicable, wants to be managed, monitored, tracked, measured, or otherwise understood by the 3DS Offering(s).

**Satellite Site** means a single building belonging to Customer or an Affiliate or under their sole control or supervision containing a distinct production and/or warehouse environment (as identified in the Transaction Document), which is not part of the Site, but which may remotely access via the Internet (subject inter alia to the Export and Re-export laws and regulations provision of the general terms of the Agreement) the 3DS Offering(s) installed at the Site. For the avoidance of doubt, under no circumstance may a Satellite Site download or install the 3DS Offering(s) granted for the Site. A unique determined number of Resources is associated to a Satellite Site. The number of Resources for the Satellite Site is added to the number of the Site Resources. Any 3DS Offering license ordered for the Site has to be ordered for the total number of Resources of the Site and the Satellite Site(s).

**Site** means a single building or group of buildings that constitutes a consistent manufacturing unit located at the same address belonging to Customer or an Affiliate and under their sole control or supervision containing a distinct production and/or warehouse environment. The Affiliate(s), if applicable, and the Site(s) are identified in the Transaction Document. A unique determined number of Resources is associated to a Site. Any 3DS Offering license ordered for the Site has to be ordered for this same number of Resources.

**Teleworking** means any program authorized by and for the benefit of Customer or an Affiliate to enable its employees to work outside its own premises, using information and communication technology. Any use of 3DS Offerings while Teleworking is authorized if all of the following conditions are at all times met: (a) Customer's or Affiliate's employees do so on Machine(s) connected to Customer's or Affiliate's network (e.g. via Virtual Private Network), (b) Customer or Affiliate is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Customer's or Affiliate's employees use the 3DS Offerings for Customer's or Affiliate's exclusive internal needs.

## 5.2 PRICING STRUCTURE DEFINITIONS

**ALC** means Annual License Charge which is a yearly charge. For the first year of each license of each 3DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a 3DS Offering entitles Customer to (i) Support Services for the 3DS 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 3DS Offering made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of the 3DS 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 3DS 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 3DS at <https://www.3ds.com/terms/price> for the related 3DS Offering.

**PLC** means Primary License Charge applicable to each license of a 3DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a 3DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such 3DS Offering made available by 3DS on the Effective Date of the license.

**QLC** means the Quarterly License Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a 3DS Offering entitles Customer to (i) a three (3) months license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such quarter, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and ii) Support Services for the 3DS 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 3DS Offering.

**TBL** means Term Based License charge applicable to each license of a 3DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a 3DS 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 3DS Offering made available by 3DS 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 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a 3DS Offering entitles Customer to (i) a one (1) year license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS 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 3DS 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 3DS at <https://www.3ds.com/terms/price> for the related 3DS Offering. Termination of Support Services is not permitted without terminating the license of the 3DS Offering.

## 5.3 LICENSING SCHEME DEFINITIONS

### LICENSING SCHEME DEFINITIONS SPECIFIC TO THIS OST

**Extended Enterprise Named User** means an Extended Enterprise User or Affiliate's Extended Enterprise Users 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 or an Affiliate 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, Affiliate's Named Users, Extended Enterprise Named Users and/or Affiliate's 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 or Affiliate shall not use any automated program or "user agent" program or utilities for multiple Users, Affiliate's Users, Extended Enterprise Users and/or Affiliate's Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users, Affiliate's Named Users, Extended Enterprise Named Users and Affiliate's Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s), Affiliate's Named User(s), Extended Enterprise Named User(s) or Affiliate's 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, Affiliate's Named Users, Extended Enterprise Named Users and Affiliate's 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 Users, Affiliate's Named Users, Extended Enterprise Named Users and/or Affiliate's Extended Enterprise Named Users 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 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 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, Affiliate's Users, Extended Enterprise Users and/or Affiliate's 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

APRISO and 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" (Versailles Commercial Register # B 322 306 440), 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.