

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

DELMIA Apriso Release 2019

LICENSED PROGRAMS

This OST (Offering Specific Terms) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between DS and Customer ("Agreement"), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the Licensed Programs to which this OST applies. Customer acknowledges that it has full knowledge of all the terms of this OST and those incorporated herein by reference.

1. PRICING STRUCTURES

Licenses and Support Services for the Licensed Programs to which this OST applies are granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST, even though those pricing structures may not be applicable to the DS Offerings to which this OST applies. Other pricing structures may be made available on a case by case basis.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1. GENERAL RULES

Licenses for the Licensed Programs to which this OST applies may be granted according to one of the following licensing schemes (specifying the authorized use), as specified in the Product Portfolio if available, and as determined in the applicable Transaction Document:

- 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 DS Offerings are ordered.

Each license of the DS 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 DS 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 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

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

For System License based licensing scheme, licenses for such DS 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 5MP-1CE DS Offering requires a System License of the 5MP-ACE DS Offering to be executed.

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

For System License based licensing scheme, licenses for such DS 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 5MP-T1L DS Offering requires a System License of the 5MP-ATL DS Offering to be executed.

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

The 5MP-ASI DS Offering requires a System License of *Production Manager (5MP-AOM)* and *Production Manager Resource (5MP-O1M)* DS 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.

Supplier Quality (5NP-ASQ) DS Offering:

The 5NP-ASQ DS Offering requires a System License of *Production Manager (5MP-AOM)* and *Production Manager Resource (5MP-O1M)* DS Offerings to be executed.

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

License for the 5MP-AIE DS Offering is granted for use on Machine(s) by the Users or the Affiliate's Users only at the Site. License for the 5MP-AIA DS Offering extends the grant for use of 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) DS Offerings:

License for 5MP-AGT DS Offering is granted for use on Machine(s) by the Users or the Affiliate's Users only at the Site. License for 5MP-1GT DS Offering extends the grant for use to additional data source to which 5MP-AGT DS 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) DS Offerings:

For System License based licensing scheme, licenses for such DS 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 5MP-P1P DS Offering requires a System License of the 5MP-APP DS Offering to be executed.

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

For System License based licensing scheme, licenses for such DS 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 5MP-P1V DS Offering requires a System License of the 5MP-APV DS Offering to be executed.

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

For System License based licensing scheme, licenses for such DS 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 5MP-W1O DS Offering requires a System License of the 5MP-AWO DS Offering to be executed.

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

For System License based licensing scheme, licenses for such DS 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 5MP-W1V DS Offering requires a System License of the 5MP-AWV DS Offering to be executed.

3. OTHER PERMITTED USES FOR DS OFFERINGS

USE FOR CERTAIN SERVICES. Except for Development Tool Kits, Customer is authorized to use the Licensed Programs for added-value engineering or implementation services. Added-value engineering or implementation services are services to deliver to a third party end user any deliverable generated specifically for said third party end user from use by Customer of the Licensed Programs. In any event, Customer may not (1) use the Licensed Programs to develop software code for (i) general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element, or (ii) any services that do not add value attributable to the intervention of specific human skills, such as, without limitation, in a data services operation or as an application service provider, or (2) install and/or operate and/or give access to the Licensed Programs on any hardware and/or software environment owned by or under control of any third party unless otherwise expressly authorized in the Agreement, or (3) represent or imply to any party that it is an authorized or certified provider of services for DS. Customer shall indemnify and defend DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees) which arises out of or in any way relates to Customer's use of the Licensed Programs with third party end users.

4. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

The specific terms relating to the use of certain third party components or products not developed by or for a DS Group Company and granted to Customer to be used in connection with or within a DS Offering are defined hereafter:

4.1 OPEN SOURCE COMPONENTS

The DS Offerings may include open source components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation of the DS Offerings.

Moreover, some 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 DS Offerings themselves.

Source code for open source software components is available upon request. Except for components mentioned in the section "EXCLUSIONS" below, the warranty and indemnification provided by DS under the Agreement apply to all open source software components and shall be provided by DS and not by the original licensor, but only for the use of the DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the DS Offerings. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

4.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

NONE

4.3 EXCLUSIONS

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

NONE

5. DEFINITIONS

The following definitions supplement those of the section "Definitions" of the Agreement.

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 DS 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 DS 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 DS 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 DS 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 DS Offering, (ii) who works for the exclusive internal needs of Affiliate and (iii) whose usual workplace is located within Affiliate's premises.

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.

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.

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.

Machine means a computer equipment on which a Licensed Program is executed (1) (a) belonging to Customer or an Affiliate or under their sole control or supervision and (b) located on Customer's 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 or Affiliate's premises) 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, 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, Affiliate's Users, Extended Enterprise Users and/or Affiliate's 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).

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 DS 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 DS Offering(s) installed at the Site. For the avoidance of doubt, under no circumstance may a Satellite Site download or install the DS 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 DS 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 DS Offering license ordered for the Site has to be ordered for this same number of Resources.

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 (3) months period. QLC is not automatically renewable. Termination of Support Services is not permitted without terminating the license of the DS Offering.

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

YLC means the Yearly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a DS Offering entitles Customer to (i) a one (1) year license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such year, in lieu of the license(s) on the previous Release(s) of such DS Offering, and (ii) Support Services for the DS Offering for one (1) year. The applicable price for the YLC for any given year is the price of the previous year plus the last percentage of increase applicable to the use of a DS Offering in a given country, as published at <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. Termination of Support Services is not permitted without terminating the license of the DS Offering.

LICENSING SCHEMES

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 DS 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 DS Offering from a single machine at any given time.

Named User Based. Use of a DS Offering in Named User Based mode is authorized for the maximum number of Named Users, 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 DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer 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 DS Offering does not exceed the maximum number of rights granted to Customer for such DS Offering. Upon DS's request, Customer shall provide DS with a signed document listing (i) the number of Named Users, Affiliate's Named Users, Extended Enterprise Named Users and Affiliate's Extended Enterprise Named Users as applicable, (ii) the type of use of the DS Offerings, and (iii) the locations and types of the systems on which DS Offerings operate or Customer has installed the DS Offering(s) as applicable. DS may provide Customer with one or more utilities, either included within the DS Offering(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Customer. In such case, Customer shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

System License means a right to use certain DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User's (or Extended Enterprise Named User's, as applicable) rights to use certain identified DS Offerings may be required in order to be granted a System License. If the name of the DS Offering includes a specific reference to "Departmental Site License", such DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.

Customer may be requested to order certain DS Offerings rights to use, to be granted a System License.

Token Based. Use of a DS Offering granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such DS Offering. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens.

Tokens of given type(s) may be required to enable use of other DS Offerings.

6. TRADEMARKS

APRISO, 3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, IFWE and 3DEXCITE 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 U.S. 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.

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

