

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

DYMOLA 2026x

LICENSED PROGRAMS

ADDITIONAL TERMS #1

Due to new available Licensed Programs, these additional terms #1 supplement the Offering Specific Terms for DYMOLA 2026x Licensed Programs and are an integral part of such Offering Specific Terms. Except as expressly supplemented by these additional terms #1, all terms and conditions of the Offering Specific Terms for DYMOLA 2026x Licensed Programs shall remain in full force and effect.

The Offering Specific Terms for DYMOLA 2026x Licensed Programs together with these additional terms #1 (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 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.

The following provisions supplement those of the corresponding section of the Offering Specific Terms for DYMOLA 2026x Licensed Programs:

3a. OTHER PERMITTED USES FOR 3DS OFFERINGS

USE OF EARLY ACCESS 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 access 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 access 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 AI-based Functionality, as described in section 4. Customer shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that the Features may include AI-based Functionality and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations as well as with the Agreement when using AI-based Functionality.

3b. ADDITIONAL TERMS FOR AI-BASED FUNCTIONALITY

Additional terms relating to the use of AI-based Functionality are defined hereafter:

3b.1 ACCEPTABLE USE

Customer shall use AI-based Functionality in accordance with its Intended Purpose and the conditions described in the Documentation, in a responsible, safe and secure manner, and in accordance with applicable laws and regulations.

Notwithstanding the acceptable use described above, Customer shall not use AI-based Functionality and its AI 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:

- Promote or facilitate illegal activities or unlawful or fraudulent actions;
- Attempt unauthorized access to a system, property, or information;
- Generate illicit content or content that contains or promotes illicit or non-appropriate content;
- Distribute malware or spam;
- Contravene regulatory policies, administrative rules and/or guidelines;
- Track people without consent;
- Falsely impersonate an individual; or
- Mine cryptocurrency.

VIOLATION OF THIS SECTION 3b.1 WILL BE CONSIDERED AS A MATERIAL BREACH OF THE AGREEMENT.

3b.2 AI OUTPUT

Customer's ownership of AI Output is subject to 3DS and/or third parties pre-existing rights which may be embedded or included in such AI Output.

Customer acknowledges and agrees that (i) the AI Output may not qualify for intellectual property protection; (ii) different 3DS' customers may produce same or similar AI Outputs when using the AI-based Functionality, and (iii) Customer's rights to the AI Output may not be enforceable against other users of AI-based Functionality.

Notwithstanding any recommendation contained within the AI Output, reliance on the AI Output is at the sole discretion of Customer. Customer shall assess the AI Output and perform human oversight before using or relying on the AI Output for any purpose.

Customer acknowledges that AI-based Functionality consists of emerging technologies and, given the nature of such technologies, its use may result in an incorrect, biased, unfair, or inaccurate AI Output.

Customer shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that AI-based Functionality may be made available as part of 3DS Offerings and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations, as well as with the Agreement when using AI-based Functionality.

3b.3 CHANGE OF TERMS

Customer acknowledges that (i) the legal framework applicable to and (ii) the interpretation of competent courts and authorities regarding the use of AI-based Functionality is evolving. If a change in law or the interpretation of a competent court or authority results in (i) 3DS' inability to offer AI-based Functionality or (ii) Customer's inability to use AI-based Functionality in a legally compliant manner, 3DS may reduce the scope of use of AI-based Functionality, or remove AI-based Functionality from the available 3DS Offerings.