DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
EXALEAD® V6 Release R2026x
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.

Notwithstanding anything to the contrary in this OST, in case of orders made to Distributors, Distributors are free to set their own applicable Customer price and price increase, as applicable.

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:

 ➢ Named User Based
 ➢ System License
 ➢ Token Based

Licenses for the Licensed Programs to which this OST applies are granted for use on Machines by the Users (and Extended Enterprise Users, as applicable) only in the country for which the 3DS Offerings are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Licensed Programs has been authorized, may use the Licensed Programs in any other country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days and (ii) 3DS may authorize, on a case-by-case basis, the use of certain Licensed Programs by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

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

Licensing schemes for EXALEAD CloudView
The following licensing schemes are applicable to all Licensed Programs which name contains "CloudView" or "B2B" or "B2C" as determined in the Product Portfolio:
 ➢ Named User Based (for Find Users and/or for Decide Users)
 ➢ System License
 ➢ Token Based license for Document
 ➢ Token Based license for Query Calls (for Find Query Calls and/or for Decide Query Calls)

All EXALEAD CloudView Licensed Programs are eligible for multiple Production Instances.

Licensing schemes for EXALEAD OneCall

The following licensing schemes are applicable to all Licensed Programs which name contains "OneCall" as determined in the Product Portfolio:

➢ Named User Based
➢ System License

The maximum number of Documents that can be indexed on an Instance of the EXALEAD OneCall Licensed Program is limited to an indexing capability of two million five hundred thousand (2,500,000) tokens (as described in the "Token Based license for Document" definition).

For EXALEAD OneCall Licensed Programs which name contains "OneCall Insights", the maximum number of Business Items (as described in the "Token Based license for Document" definition, also referred to as "clients") is mentioned in the name of such Licensed Programs.

Authorized use of EXALEAD OneCall Licensed Programs is exclusively limited to a customer relationship application, for sourcing data principally in one or several CRMs (customer relationship management systems) and secondarily in other customer data repositories. Such Licensed Programs can only be used by front-line customer service or sales representative in call centers, stores or points of sales, and/or End-Users.

Licensing schemes for EXALEAD OnePart

The following licensing schemes are applicable to all Licensed Programs which name contains "OnePart", as determined in the Product Portfolio:

➢ Named User Based
➢ System License

For EXALEAD OnePart Licensed Programs which name contains "OnePart Reduce", the maximum number of Business Items (as described in the "Token Based license for Document" definition, also referred to as "parts") is mentioned in the name of such Licensed Programs. At least one (1) OnePart Reduce Named User Based License is required in order to use the System License of such Licensed Program.

For all other EXALEAD OnePart System License based Licensed Programs, the maximum number of Users is ten (10), either Named Users or Extended Enterprise Named Users. Moreover, the maximum number of Documents that can be imported into an Instance of the EXALEAD OnePart Licensed Program is limited to an indexing capability of two million five hundred thousand (2,500,000) tokens.

Authorized use of EXALEAD OnePart Licensed Programs is exclusively limited to an engineering parts discovery application, sourcing data primarily in 2D/3D CAD (computer aided design) content, and secondarily in part-related textual or media documents.

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.

Non-Production Instances

Upon request, Customer may install one (1) or several Non-Production Instance(s) on dedicated Machines and can be granted additional tokens up to two hundred percent (200 %) of tokens granted for Production Instances, or, for Licensed Programs which name contains "OneCall Insights" or "OnePart Reduce", one hundred percent (100%) of tokens granted for Production Instances, to be able to use this or these Non-Production Instance(s). This additional capacity is split between all active Non-Production Instances.

Multiple Production Instances

If so specified in this OST and upon Customer's request, Customer may install one (1) or several Production Instances.

Access by End-Users for EXALEAD CloudView

For certain Licensed Programs which are licensed under the "Token Based license for Query Calls" licensing scheme, as identified in the Product Portfolio and subject to all terms and conditions of the Agreement and this OST, Customer is authorized to allow End-Users to send Query Calls to authorized Instance(s). Except the limited authorized use explicitly granted under this OST to the Customer in relation to the End-Users, no other express or implied right or license is granted hereunder to End-Users. 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 use of the Licensed Programs by and/or with End-Users.

Access by End-Users for EXALEAD OneCall

Customer is authorized to allow a number of End-Users as specified in Transaction Document, each of them identified with a unique username and password to access and use the Licensed Program *EXALEAD OneCall 100 000 client users (6MP-U2C)*, subject to all terms and conditions of the Agreement and this OST. Except the limited authorized use explicitly granted under this OST to the Customer in relation to the End-Users, no other express or implied right or license is granted hereunder to End-Users. 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 use of the Licensed Programs by and/or with End-Users.

4. ADDITIONAL TERMS FOR AI-BASED FUNCTIONALITY

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

4.1 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 4.1 WILL BE CONSIDERED AS A MATERIAL BREACH OF THE AGREEMENT.

4.2 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.

4.3   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.

5.   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:

5.1   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.

5.2   ADDITIONAL THIRD-PARTY TERMS

The following terms apply in addition to the Agreement:

NONE

5.3   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

6.   DEFINITIONS

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

6.1   GENERAL DEFINITIONS

AI-based Functionality consists of features delivered through 3DS Offerings leveraging artificial intelligence ("AI") models, systems or technologies.

AI Output means certain Customer Data which is the output generated by Customer's use of AI-based Functionality.

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.

Intended Purpose means an appropriate use of AI-based Functionality, as described at https://www.3ds.com/trust/ai.

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 and (b) located on Customer's premises or according to Teleworking conditions, or (ii) authorized by Customer according to its own information technology charter or equivalent whereby third-party devices (such as 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.

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

Remote Access means, if so specified in the Product Portfolio, that Users and/or 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).

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

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

Decide Query Call means a Query Call sent by an End-User to authorized Instance(s) in order to obtain an aggregated view of an exhaustive list of Documents resulting from one or more search queries.

Decide User means a Named User that uses the Licensed Program to obtain an aggregated view of an exhaustive list of Documents resulting from one or more search queries.

End-User means an individual (not necessarily a Customer's User or Extended Enterprise User) that may be authorized to use services provided by Customer through an authorized Instance(s).

Find Query Call means a Query Call sent by an End-User to authorized Instance(s) in order to locate Documents and retrieve search results as a list of Document pointers with a short extract or summary and the associated navigation facets.

Find User means a Named User that uses the Licensed Program to locate a Document from a search form and to retrieve search results as a list of Document pointers with a short extract or summary and the associated navigation facets.

Instance means a deployment of Licensed Programs on one or several Machines as long as they share the same index structure (with the same data model), and for the purpose of information processing, indexing and retrieval.

Non-Production Instance means an Instance dedicated to development, testing, pre-production or quality assurance, as opposed to "Production Instance".

Production Instance means an Instance used for the actual processing and/or throughput of data, including redundancy, as opposed to "Non-Production Instance".

Query Call means a single search for information using the Licensed Program**.**

6.2   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.

6.3   LICENSING SCHEME DEFINITIONS

Extended Enterprise Named User means an Extended Enterprise User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Machine (or **node-lock**) **Based**. Use of a 3DS Offering in Machine Based mode is authorized on the number of Machines for which the 3DS Offering has been ordered.

Named User means a 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 and/or 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 shall not use any automated program or "user agent" program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or 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' request, Customer shall provide 3DS with a signed document listing (i) the number of Named Users and 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.

LICENSING SCHEMES SPECIFIC TO THIS OST

System License means a license to use certain 3DS Offering(s) for authorized Instance(s). A minimum number of Named User Based licenses or Token Based licenses for Query Calls may also be required in order to operate 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 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 3DS Offerings.
For the 3DS Offering to which this OST applies, there are two different types of Token Based licenses: Token Based license for Document and Token Based license for Query Calls.

Token Based license for Document. A Token Based license for Document grants the Customer the right to process a limited number of documents ("Document"), as indicated in the Product Portfolio, according to their different types (Log, External Document, Internal Document or Business Item) as defined in the Documentation.

Token Based license for Query Calls. A Token Based license for Query Calls grants the Customer the right to allow End-Users to a query capacity (a limited number of queries per month as specified in Transaction Document) of a specific type of Query Calls to authorized Instance(s). Unused Query Calls expire at the end of the validity period and will not be subject to any refund, nor credit related to such expired Query Calls.

7. TRADEMARKS

EXALEAD, EXALEAD CloudView, EXALEAD OneCall, EXALEAD OnePart 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" (322 306 440 R.C.S. Versailles), 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.