

DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR GEOVIA GEMS Release 6.9 and previous Releases LICENSED PROGRAMS ADDITIONAL TERMS #1

These additional terms #1 supplement the Offering Specific Terms for GEOVIA GEMS Licensed Programs, Release 6.9 and previous Releases, 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 GEOVIA GEMS Licensed Programs, Release 6.9 and previous Releases shall remain in full force and effect.

The Offering Specific Terms for GEOVIA GEMS Licensed Programs, Release 6.9 and previous Releases 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.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

The following provisions supersede those of the corresponding section of the Offering Specific Terms for GEOVIA GEMS Licensed Programs, Release 6.9 and previous Releases:

SENTINEL/DONGLE

The following provisions will apply if 3DS provides to Customer one or more Sentinels/Dongles in connection with Customer's licensed use of Licensed Programs. Each Sentinel/Dongle and all intellectual property rights therein will remain the property of 3DS and/or its applicable suppliers. Customer (i) will not part with possession of a Sentinel/Dongle, (ii) will ensure that each Sentinel/Dongle is kept in a safe and secure place, (iii) will take all measures necessary to keep confidential the Sentinel/Dongle, (iv) will not disclose or otherwise make available any Sentinel/Dongle to any person except employees of Customer with a need to know for purposes of this Agreement; and (v) will not reverse engineer or reverse assemble any Sentinel/Dongle or alter or remove any proprietary rights or copyright notice or identification which indicates 3DS's ownership of a Sentinel/Dongle.

3DS will provide a replacement Sentinel/Dongle in the case a Sentinel/Dongle is lost or stolen, provided that an officer of Customer makes a statutory declaration on a form prescribed by 3DS, or in the case a Sentinel/Dongle is damaged, provided that Customer returns the damaged Sentinel/Dongle to 3DS.

Customer may be requested to pay to 3DS a replacement fee.

Upon termination of this Agreement or if the Sentinel/Dongle usage is deemed to be obsolete, Customer will return each Sentinel/Dongle to 3DS.