

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### ITEROP® Cloud Release 2022

### ONLINE SERVICES

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 Online Services 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

The use of Online Services to which this OST applies is 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

Online Services 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:

- Credit Based
- Named User Based
- System License

Online Services 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 DS Offerings are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Online Services has been authorized, may use the Online Services 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) DS may authorize, on a case-by-case basis, the use of certain Online Services 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 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

For the Named User Based *Iterop Standard User (5NP-IOP-OC)* DS Offering, authorized Users and/or Extended Enterprise Users as applicable, are granted the right to design processes and Tasks, execute Tasks and measure performance thereof.

For the Credit Based *Iterop Tasks Credit Pack – Small (5TP-IOK-S-OC)* and *Iterop Tasks Credit Pack - Medium (5TP-IOK-M-OC)* DS Offerings, authorized Users and/or Extended Enterprise Users as applicable, are granted the right to execute Tasks. The Credit consumption rule is as follows: one (1) Task in the *Iterop Tasks Credit Pack – Small (5TP-IOK-S-OC)* or *Iterop Tasks Credit Pack – Medium (5TP-IOK-M-OC)* DS Offering consumes one (1) Credit. The total number of Tasks is listed below in Table 1, unless otherwise mentioned in the Documentation.

**Table 1**

<b>DS Offering Name</b>	<b>Product Number</b>	<b>Number of Tasks</b>
<i>Iterop Tasks Credit Pack - Small</i>	<i>5TP-IOK-S-OC</i>	One thousand and two hundred (1,200)
<i>Iterop Tasks Credit Pack - Medium</i>	<i>5TP-IOK-M-OC</i>	Twelve thousand (12,000)

The *Iterop Validation Environment (5MP-IOV-OC)* DS Offering grants access to one (1) Validation Environment. The maximum number of Users, and/or Extended Enterprise Users as applicable, granted to each *Iterop Validation Environment (5MP-IOV-OC)* DS Offering is the number of Users, and/or Extended Enterprise Users as applicable, of *Iterop Standard User (5NP-IOP-OC)* DS Offering enrolled on each related Production Environment.

### **3. OTHER PERMITTED USES FOR DS OFFERINGS**

#### **USE FOR CERTAIN SERVICES**

Except for Development Tool Kits, Customer is authorized to use the Online Services 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 Online Services. In any event, Customer may not (1) use the Online Services 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) give any third party the access to the Online Services 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 Online Services with third party end users.

#### **USE OF A NON-PRODUCTION ENVIRONMENT AND/OR OF A PRE-GA RELEASE IN A NON-PRODUCTION ENVIRONMENT**

From time to time and at DS' sole discretion, DS may grant Customer the right to access a Pre-GA Release of the Online Services and/or the Online Services in a Non-Production Environment, such as Development or Validation Environment. The Non-Production Environment will be made available for evaluation, demonstration, training, development or validation purposes, specifically excluding any production or commercial purposes. By accessing the Non-Production Environment, Customer hereby acknowledges and agrees that (i) Customer Data created in the Non-Production Environment may not be migrated back to production, and (ii) the use of such Non-Production Environment is granted under the terms and conditions of the Agreement, with the following exceptions:

- The Non-Production Environment has not completed a quality-testing program, and may close down without warning or give unreliable results;
- The Service Level Agreement shall not be applicable to the Non-Production Environment;
- THE NON-PRODUCTION ENVIRONMENT IS 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 EXTENT PERMITTED BY LAW. IN NO EVENT SHALL DS 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 NON-PRODUCTION ENVIRONMENT.

#### **Use of Development Environment**

Upon Request, for each Production Environment, Customer, having purchased ten (10) or more than ten (10) *Iterop Standard User (5NP-IOP-OC)* DS Offerings, is authorized to have access to one (1) Development Environment with a maximum number of ten (10) authorized users, including, but not limited to, Named Users and Extended Enterprise Named Users, as applicable.

Upon Request, for each Production Environment, Customer, having purchased fewer than ten (10) *Iterop Standard User (5NP-IOP-OC)* DS Offerings, is authorized to have access to one (1) Development Environment with the maximum number of authorized users equivalent to the number of Users, and/or Extended Enterprise Users as applicable, of the *Iterop Standard User (5NP-IOP-OC)* DS Offering enrolled on the related Production Environment, including, but not limited to, Named Users and Extended Enterprise Named Users, as applicable.

#### **Use of Validation Environment**

Upon Request, Customer, having purchased the *Iterop Standard User (5NP-IOP-OC)* DS Offering(s), is authorized to have access to one (1) or several Validation Environment(s), provided Customer has purchased the relevant number of *Iterop Validation Environment (5MP-IOV-OC)* DS Offerings.

## 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 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 DS 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 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 software 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 DS Offerings which are bundled together. The DS Offerings composing such Configuration or Package shall only be operated together.

**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” or “Toolkit” or “Development Toolkit” 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 device on which a DS 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 DS Offerings available at <https://www.3ds.com/terms/product-portfolio/online-services>.

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

**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 Academic Use of the DS Offerings for its Users).

Any use of DS 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 DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Academic Use of the DS Offerings.

**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. 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 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.

## **GENERAL DEFINITIONS SPECIFIC TO THIS OST**

**Development Environment** corresponds to a separate environment dedicated to activities related to the development of new processes, in parallel with the usage of DS Offerings in the Production Environment.

**Non-Production Environment** corresponds to a separate environment from Production Environment, dedicated to activities related to Customer's internal training needs, configuration, development, testing or validation purposes, excluding any production or commercial purposes.

**Pre-GA Release** means any new Release of a DS Offering which may be made available to Customer before such new Release is made generally available to the market, for evaluation purposes only and under specific terms and conditions.

**Production Environment** corresponds to an environment for which the Online Services are ordered and used for Customer's internal business purpose.

**Task** means each start event, as per standard BPMN 2.0, or any atomic activity that can be executed within a process flow.

**Validation Environment** corresponds to a separate environment dedicated to activities related to the validation of new processes, in parallel with the usage of DS Offerings in the Production Environment.

## **5.2 PRICING STRUCTURE DEFINITIONS**

**QSC** means the Quarterly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QSC for a DS Offering entitles Customer to (i) a three (3) month right to use the DS Offering and (ii) Support Services for such DS Offering for three (3) months. Customer is deemed to have accepted to renew any DS Offering for three (3) months and to pay QSC at the then applicable price, if Customer continues to use such DS Offering(s) after the anniversary date of the DS Offering. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period. Termination of use rights and Support Services is not permitted without terminating the access rights to the Online Services.

**YSC** means the Yearly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YSC of a DS Offering entitles Customer to (i) a one (1) year right to use the DS Offering and (ii) Support Services for such DS Offering for one (1) year. Customer is deemed to have accepted to renew any DS Offering for one (1) year and to pay YSC at the then applicable price, if Customer continues to use such DS Offering(s) after the anniversary date of the DS Offering. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period. Termination of use rights and Support Services is not permitted without terminating the access rights to the Online Services.

## **5.3 LICENSING SCHEME DEFINITIONS**

**Credit Based** Use of a DS Offering granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the DS Offering. Credits are for a one-time use (consumable and not reusable) and not refundable. As the number of credits is specified on a yearly basis, the number of credits is pro-rated according to the term of the DS Offering. For terms of one (1) year or less, all credits are issued at the beginning of the term and unused credits expire at the end of the term. For terms longer than one (1) year, credits are issued per year and unused credits expire at the end of the given year period; for any incomplete year period, the number of issued credits is pro-rated and unused credits expire at the end of the given incomplete year period. The quantity of credits 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 credit(s) of same type can be accessed simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable, within the limit of the number of remaining available credits. Credits of given type(s) may be required to enable use of other DS Offerings.

**Extended Enterprise Named User** means an Extended Enterprise User 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 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 and/or 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 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 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 and 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 access duration to the DS Offering. 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

ITEROP® 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.

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