

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR V5 ONLINE COMPANION Release V5-6R2014 ONLINE SERVICES ADDITIONAL TERMS #1

Due to new available Online Services, these additional terms #1 supplement the Offering Specific Terms for V5 ONLINE COMPANION Release V5-6R2014 ONLINE SERVICES 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 V5 ONLINE COMPANION Release V5-6R2014 ONLINE SERVICES shall remain in full force and effect.

The Offering Specific Terms for V5 ONLINE COMPANION Release V5-6R2014 ONLINE SERVICES 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 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.

These additional terms #1 shall only apply to orders issued by Customers and processed by DS from their date of publication as mentioned in the footer.

## 5. DEFINITIONS

### PRICING STRUCTURES

**ASC** means the Annual Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. For the first year of each right to use a DS Offering, ASC is due together with the TSC. Provided Customer has paid TSC, payment of the ASC for a DS Offering entitles Customer to (i) use the DS Offering, (ii) Support Services for the Licensed Program(s) included in the DS Offering for one (1) year, including a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such Licensed Program(s) made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the Licensed Program(s) made available to Customer, and (iii) a one (1) year right to use and to receive Support Services for the elements of the DS Offering other than the Licensed Program(s) included in such DS Offering. Termination of ASC of a DS Offering ordered under a TSC/ASC pricing structure automatically terminates TSC. Each year, the ASC 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.

**TSC** means the Term-based Service Charge applicable to each DS Offering ordered under the TSC/ASC pricing structure. "TSCx" is a TSC for a period of "x" years. As an example, "TSC3" is a TSC for a period of three (3) years. The TSC is a one-time and non-refundable charge. Payment of the TSC for a DS Offering provides Customer with an access right to the Licensed Program(s) included in the DS Offering for a period as described in the Product Portfolio and/or in the Transaction Document, subject to the conditions set forth in the Agreement. TSC is not automatically renewed. Customer may terminate its online access of a DS Offering at any time and, if such option is generally available to the market, opt instead to install on Machines and use the functionally equivalent Release of the Licensed Program(s) being used by Customer upon the termination date of the corresponding ASC, provided that Customer requests such change in writing prior to such termination date and is not in breach of this Agreement. Any such use shall be for the remaining duration of the TSC ordered by Customer and subject to the terms of this Agreement.