

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR SIMULIA PowerFLOW Suite Release PowerFLOW 2020 and previous Releases LICENSED PROGRAMS ADDITIONAL TERMS

These additional terms supplement the Offering Specific Terms for SIMULIA PowerFLOW Suite Licensed Programs, Release PowerFLOW 2020 and previous Releases, and are an integral part of such Offering Specific Terms. Except as expressly supplemented by these additional terms, all terms and conditions of the Offering Specific Terms for SIMULIA PowerFLOW Suite Licensed Programs, Release PowerFLOW 2020 and previous Releases shall remain in full force and effect.

The Offering Specific Terms for SIMULIA PowerFLOW Suite Licensed Programs, Release PowerFLOW 2020 and previous Releases together with these additional terms (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 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.

### 5. DEFINITIONS

#### 5.1 GENERAL DEFINITIONS

The following definitions supersede those of the corresponding section of the Offering Specific Terms for SIMULIA PowerFLOW Suite Licensed Programs, Release PowerFLOW 2020 and previous Releases:

**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 (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Customer's premises) 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.

**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.

The following definition supplements those of the corresponding section of the Offering Specific Terms for SIMULIA PowerFLOW Suite Licensed Programs, Release PowerFLOW 2020 and previous Releases:

**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.

#### 5.3 LICENSING SCHEME DEFINITIONS

The following definition supersedes the one of the corresponding section of the Offering Specific Terms for SIMULIA PowerFLOW Suite Licensed Programs, Release PowerFLOW 2020 and previous Releases:

**Credit Based.** Use of a Licensed Program granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the Licensed Program. 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.*

