DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
SIMULIA PowerFLOW Suite Release PowerFLOW 2020
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 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.

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 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

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:

- ➢ Concurrent (or Floating) Based
- ➢ Credit Based
- ➢ 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 as identified in the Transaction Document and 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 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) DS 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 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

Simulations which include solver execution and other operations as applicable, may require either tokens and/or credits.

Credit Based DS Offerings:
Simulation Units are Credit Based DS Offerings which provide a right to a maximum number of simulations and/or access to additional services to execute those simulations over the term of the Licensed Program. The number of credits, provided by *PowerFLOW Simulation 1000 Units (5TP-PWS-1K)* or *PowerFLOW Simulation 100k Units (5TP-PWS-100K)* or *PowerFLOW OPT Simulation 1000 Units (5TP-PWO-1K)* or *PowerFLOW OPT Simulation 100k Units (5TP-PWO-100K)* DS Offerings, consumed for each hour of PowerFLOW simulation execution is equal to the number of active simulation processes used for the simulation.

After all the credits are consumed, Customer is no longer entitled to execute simulations and may order additional DS Offerings to extend access to and right to execute new simulations.

The number of credits is specified on an annual basis.
- ➢ For terms different from one (1) year, the number of credits is pro-rated.
- ➢ For terms of one (1) year or less, any unused credits expire at the end of the term of the Licensed Program.
- ➢ For terms longer than one (1) year, the credits are issued every year on an annual basis until the end of the term of the Licensed Program. Any unused credits expire twelve (12) months after they are issued.

Customer shall provide a usage report to DS on a monthly frequency.

Token Based DS Offerings:
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 at the Site(s) in the country as identified in the Transaction Document and for which the DS Offerings are ordered.
The number of tokens, provided by *PowerFLOW Simulation Core (5TP-PWS)* or *PowerFLOW OPT Simulation Core (5TP-PWO)* DS Offering, required for each PowerFLOW simulation execution is equal to the number of active simulation processes used for the simulation.

Customer shall promptly provide a usage report to DS when requested.

Concurrent Based DS Offerings:

PowerACOUSTICS:
The DS Offerings listed in the table below are licensed as Concurrent Based and grant access to corresponding number of signal processing jobs as defined hereinafter:

DS Offering Name	Product Number	Number of signal processing jobs
PowerACOUSTICS	*5CB-PAC-K*	6
PowerACOUSTICS Flow Far Field Noise	*5CB-PAF-K*	6
PowerACOUSTICS Flow Induced Noise Detection	*5CB-PAI-K*	6
PowerACOUSTICS Flow Noise Transmission	*5CB-PAN-K*	6

The signal processing jobs are additive. The maximum number of signal processing jobs used at a given time cannot exceed the sum of signal processing jobs authorized by all the granted DS Offerings.

PowerTHERM:
The DS Offerings listed in the table below are licensed as Concurrent Based and grant access to one (1) *PowerTHERM Client (5CP-PTC)*:

DS Offering Name	Product Number	Number of parallel licenses (cores)
PowerTHERM1	*5CB-PTH-1*	1
PowerTHERM2	*5CB-PTH-2*	2
PowerTHERM4	*5CB-PTH-4*	4
PowerTHERM8	*5CB-PTH-8*	8
PowerTHERM16	*5CB-PTH-16*	16
PowerTHERM32	*5CB-PTH-32*	32
PowerTHERM1 Standalone	*5CB-PTJ-1*	1
PowerTHERM2 Standalone	*5CB-PTJ-2*	2
PowerTHERM4 Standalone	*5CB-PTJ-4*	4
PowerTHERM8 Standalone	*5CB-PTJ-8*	8
PowerTHERM16 Standalone	*5CB-PTJ-16*	16
PowerTHERM32 Standalone	*5CB-PTJ-32*	32

The parallel licenses (cores) are additive. The maximum number of parallel licenses (cores) used at a given time cannot exceed the sum of parallel licenses (cores) authorized by all the granted DS Offerings.

Use of a DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous uses.

3. OTHER PERMITTED USES FOR DS 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 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 Licensed Programs with third party end users.

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 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:

IBM MPI – IBM Platform MPI Community Edition is licensed to end users under the terms and conditions of the International License Agreement Non-Warranted Programs and associated License Information documents that accompany the program and located at www.ibm.com/software/sla.

Oracle JavaSE and JavaFX - Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document, accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html, under the "Description of Product Editions and Permitted Features" section.

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" 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 computer equipment on which a Licensed Program is executed (1) (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 (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer, in the same country.

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

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).

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. 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

Simulation Units are consumable units to measure cumulative usage of the Licensed Program.

Site means a single building or group of buildings that constitutes a consistent business unit located at the same address belonging to a Customer and under its sole control or supervision. The Site(s) are identified in the Transaction Document.

5.2   PRICING STRUCTURE DEFINITIONS

ALC means Annual License Charge which is a yearly charge. For the first year of each license of each DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a DS Offering entitles Customer to (i) Support Services for the DS 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 DS Offering made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the DS 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 DS Offering in a given country, as published at http://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 DS at http://www.3ds.com/terms/price for the related DS Offering.

PLC means Primary License Charge applicable to each license of a DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license.

QLC means the Quarterly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a DS Offering entitles Customer to (i) a three (3) months license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such quarter, in lieu of the license(s) on the previous Release(s) of such DS Offering, and (ii) Support Services for the DS 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 DS Offering.

TBL means Term Based License charge applicable to each license of a DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a DS 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 DS Offering made available by DS 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 DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a DS Offering entitles Customer to (i) a one (1) year license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such year, in lieu of the license(s) on the previous Release(s) of such DS Offering, and (ii) Support Services for the DS 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 DS Offering in a given country, as published at http://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 DS at http://www.3ds.com/terms/price for the related DS Offering. Termination of Support Services is not permitted without terminating the license of the DS Offering.

5.3 LICENSING SCHEME DEFINITIONS

Concurrent (or **Floating**) **Based**. Use of a DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, as applicable.

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. Unused credits expire at the end of the validity 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.

Token Based. Use of a DS 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 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

DIGITAL PHYSICS, DIGITALROCK, EXA, POWERACOUSTICS, POWERCOOL, POWERDELTA, POWERFLOW, POWERINSIGHT, POWERTHERM, POWERVIZ, **3D**EXPERIENCE, the Compass icon and the 3DS logo, CATIA, BIOVIA, GEOVIA, SOLIDWORKS, 3DVIA, ENOVIA, EXALEAD, NETVIBES, CENTRIC PLM, 3DEXCITE, SIMULIA, DELMIA and IFWE 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 U.S. 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.