DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
SIMULIA PowerFLOW Suite Release PowerFLOW 2027
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 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.

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 3DS Offerings to which this OST applies. Other pricing structures may be made available on a case-by-case basis.

Notwithstanding anything to the contrary in this OST, in case of orders made to Distributors, Distributors are free to set their own applicable Customer price and price increase, as applicable.

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 for which the 3DS 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) 3DS 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 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

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

Credit Based 3DS Offerings

Simulation Units are Credit Based 3DS Offerings that 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)* 3DS 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 3DS 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 3DS on a monthly frequency.

Token Based 3DS 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 3DS Offerings are ordered.
The number of tokens, provided by the *PowerFLOW Simulation Core (5TP-PWS)* or the *PowerFLOW OPT Simulation Core (5TP-PWO)* 3DS 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 3DS when requested.

Concurrent Based 3DS Offerings

PowerACOUSTICS

The 3DS Offerings listed in the table below are licensed as Concurrent Based and grant access to corresponding number of signal processing jobs as defined hereinafter:

3DS Offering Name	Product Number	Number of signal processing jobs
PowerFLOW Aeroacoustics	*5CB-PAA*	8
PowerACOUSTICS	*5CB-PAC-K*	6
PowerACOUSTICS Far Field Noise	*5CB-PAF-K*	8
PowerACOUSTICS Flow Induced Noise Detection	*5CB-PAI-K*	8
PowerACOUSTICS Noise Transmission	*5CB-PAN-K*	8
PowerFLOW Cabin Comfort	*5CB-PCC*	8
PowerFLOW Exhaust	*5CB-PWE*	8

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 3DS Offerings.
If Customer requires more than the signal processing jobs included in the above listed Packages, Customer would need to buy the *PowerACOUSTICS Signal Processing Job (5TP-PAJ)* 3DS Offering or use additional available jobs from another purchased Package.

PowerTHERM

The 3DS Offerings listed in the table below are licensed as Concurrent Based and grant access to one (1) *PowerTHERM Client (5CP-PTC)*:

3DS Offering Name	Product Number	Number of parallel licenses (cores)
PowerTHERM2	*5CB-PTH-2*	1
PowerTHERM4	*5CB-PTH-4*	3
PowerTHERM8	*5CB-PTH-8*	7
PowerTHERM16	*5CB-PTH-16*	15
PowerTHERM32	*5CB-PTH-32*	31

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 3DS Offerings.
If Customer requires more cores than the ones included in the above listed Packages, Customer would need to buy the *PowerTHERM Parallel (5TP-PTL)* 3DS Offering or use additional available cores from another purchased Package.
Use of a 3DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous uses.

PowerDELTA Precise Wrap

The output generated by precise wrap functionality in *PowerDELTA Precise Wrap (5CP-PDW)*, and any further processing thereof, is to be used exclusively in conjunction with simulation solvers included in other 3DS Offerings.

3. SPECIFIC TERMS RELATED TO THE USE OF CERTAIN 3DS OFFERINGS OR SERVICES

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 3DS. Customer shall indemnify and defend 3DS 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.

SOFTWARE CODE DEVELOPMENT FOR CUSTOMER USE

If explicitly specified in the Documentation, Customer is entitled to use the tools and menu options contained in certain 3DS Offerings to develop software code for Customer use as a standalone item or as embedded in Customer's commercial products. Such software code shall not depend on or make use of the 3DS Offering during the operation of said Customer's products by its end-users, including through Application Programming Interfaces (API).

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 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

4.1 OPEN-SOURCE COMPONENTS

The 3DS 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 and in the Program Directory (PDir) of the 3DS 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 and in the Program Directory (PDir) of the 3DS 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 3DS under the Agreement apply to all open-source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS 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 https://www.ibm.com/software/sla.

Oracle

The following terms also apply if Customer is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the relevant Licensed Programs.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle or its licensor retains all ownership and intellectual property rights to Oracle software.
4. Oracle is a third-party beneficiary of the Agreement.
5. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
6. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Agreement.
7. Customer shall not assign, give or transfer the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or use the Oracle software for rental, timesharing, subscription service, hosting or outsourcing; make the Oracle software available in any manner to any third party for use in the third party's business operations.

8. Customer shall not remove or modify any program marking or any notice of Oracle's or its licensor's proprietary rights.
9. When applicable, 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 https://www.oracle.com/technetwork/java/javase/documentation/index.html, under the "Description of Product Editions and Permitted Features" section.
10. Third-party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third-party technology is licensed to Customer for use with the given 3DS Offering under the separate third-party terms.
11. Customer shall comply fully with all applicable export and import laws to assure that neither the Oracle software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
12. Customer may not contact Oracle for support for Oracle software licensed through 3DS. Customer may not contact 3DS for support for Oracle software not licensed through 3DS.

4.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third-party components listed hereunder:

NONE

The Support Services provided by 3DS under the Agreement are not applicable to third-party 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 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a 3DS 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 3DS 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 3DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the 3DS 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 3DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Machine means a device on which a 3DS 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 3DS Offerings available at https://www.3ds.com/terms/product-portfolio/licensed-programs.

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the 3DS 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 Education Use (or former Academic Use) of the 3DS Offerings for its Users).
Any use of 3DS 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 3DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings.

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a 3DS 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 Education Use (or former Academic Use) of 3DS Offering**, User** means (i) any individual who works for Customer and is dedicated either to education or non-profit research or (ii) any individual duly enrolled in Customer's education 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 3DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a 3DS Offering entitles Customer to (i) Support Services for the 3DS 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 3DS Offering made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of the 3DS 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 3DS Offering in a given country, as published at https://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 3DS at https://www.3ds.com/terms/price for the related 3DS Offering.

PLC means Primary License Charge applicable to each license of a 3DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a 3DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such 3DS Offering made available by 3DS on the Effective Date of the license.

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

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

5.3 LICENSING SCHEME DEFINITIONS

Concurrent (or **Floating**) **Based**. Use of a 3DS 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 3DS Offering granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the 3DS 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 3DS 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 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS 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 3DS Offerings.

Token Based. Use of a 3DS 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 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS 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 3DS Offerings.

6. TRADEMARKS

DIGITAL PHYSICS, DIGITALROCK, EXA, POWERACOUSTICS, POWERCOOL, POWERDELTA, POWERFLOW, POWERINSIGHT, POWERTHERM, POWERVIZ 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" (322 306 440 R.C.S. Versailles), 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.

3DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.