DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
ENOVIA Quality and Regulatory Management Release QUMAS R2023x LICENSED PROGRAMS
ADDITIONAL TERMS #1

These additional terms #1 supplement the Offering Specific Terms for ENOVIA Quality and Regulatory Management Release QUMAS R2023x Licensed Programs 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 ENOVIA Quality and Regulatory Management Release QUMAS R2023x Licensed Programs shall remain in full force and effect.

The Offering Specific Terms for ENOVIA Quality and Regulatory Management Release QUMAS R2023x Licensed Programs 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 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.

4.   SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

4.2   ADDITIONAL THIRD PARTY TERMS

The following provisions supplement those of the corresponding section of the Offering Specific Terms for ENOVIA Quality and Regulatory Management Release QUMAS R2023x Licensed Programs:

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 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. *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.*
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 DS 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 DS. Customer may not contact DS for support for Oracle software not licensed through DS.*

4.3   EXCLUSIONS

The following provisions supersede those of the corresponding section of the Offering Specific Terms for ENOVIA Quality and Regulatory Management Release QUMAS R2023x Licensed Programs:

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

Oracle Java Runtime Environment (JRE)
which may be delivered for Customer convenience.

The Support Services provided by DS under the Agreement are not applicable to third party components listed hereunder:

Oracle Java Runtime Environment (JRE).