

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### Quintiq Release 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, will be granted according to one of the following licensing schemes (specifying the authorized use), as determined in the applicable Agreement and more specifically in the Appendix "Specific Terms for DELMIA Quintiq Licensed Programs" (DELMIA Quintiq Appendix):

- Concurrent (or Floating) Based
- Named User Based
- System License

Licenses for the Licensed Programs to which this OST applies are granted for use on Machines only (i) for the Site(s), (ii) for a determined number of Users (including Affiliate's Users, Extended Enterprise Users and Affiliate's Extended Enterprise Users, as applicable), and (iii) for a specific license scope, in each case as set out in the DELMIA Quintiq Appendix.

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

Unless otherwise expressly agreed in writing in the DELMIA Quintiq Appendix with reference to this section 2.2, the following specific provisions for certain DS Offerings supplement the provisions in sub-section 2.1 GENERAL RULES:

##### **For Concurrent (or Floating) Based Licensed Programs:**

One (1) Concurrent (or Floating) Based Licensed Program enables the operation of one (1) session. Users (and Extended Enterprise Users, as applicable) may operate additional parallel sessions with additional Concurrent (or Floating) Based Licensed Programs. The total number of parallel sessions shall not exceed the total number of Concurrent (or Floating) Based Licensed Programs.

##### **For Quintiq Standard Edition (5MP-STQ) or Quintiq Standard Edition GIS enabled (5MP-GTQ) Licensed Programs:**

Access and use of *Quintiq Standard Edition (5MP-STQ)* or *Quintiq Standard Edition GIS enabled (5MP-GTQ)* Licensed Programs are restricted to the license scope, by the agreed number of Users (and Extended Enterprise Users, as applicable), and for a single Site, as set out in the DELMIA Quintiq Appendix.

**For Quintiq Enterprise Edition (5MP-EEQ) or Quintiq Enterprise Edition GIS enabled (5MP-GEQ) Licensed Programs:**

Access and use of Quintiq Enterprise Edition (5MP-EEQ) or Quintiq Enterprise Edition GIS enabled (5MP-GEQ) Licensed Programs are restricted to the license scope, by the agreed number of Users (and Extended Enterprise Users, as applicable), and for the agreed number of Site(s), as set out in the DELMIA Quintiq Appendix.

**2.3 EXTENDED ACCESS RIGHTS TO LICENSED PROGRAMS**

Subject to Customer's compliance with the terms of the Agreement, this OST and the DELMIA Quintiq Appendix, Affiliate's Users, and Affiliate's Extended Enterprise Users are granted access to the DS Offerings identified in the DELMIA Quintiq Appendix. This access right shall not be interpreted or construed as a sub-license, a transfer, or an assignment of the right to use the DS Offerings, and Customer remains the sole licensee of the DS Offerings.

Customer represents and warrants that any Affiliate, Affiliate's Users, and Affiliate's Extended Enterprise Users will comply with the terms and conditions of the Agreement, this OST, and the DELMIA Quintiq Appendix. Customer shall be responsible and liable for any breach of the Agreement, this OST, or the DELMIA Quintiq Appendix by any Affiliate, Affiliate's Users, or Affiliate's Extended Enterprise Users.

Unless otherwise agreed in the DELMIA Quintiq Appendix, DS shall provide Support Services only to the Customer, in its capacity as licensee of the DS Offerings. Consequently, nothing contained herein shall be interpreted or construed as an obligation undertaken by DS to provide Support Services directly to an Affiliate, Affiliate's Users, or Affiliate's Extended Enterprise Users.

Customer agrees to pass on the conditions of the section "Audit" of the Agreement to its Affiliate and to assist DS in auditing its Affiliate upon request.

Customer must provide DS with any information requested by DS relating to the use of a DS Offering by Affiliates, within the time period specified by DS.

Customer must notify DS in writing when an entity ceases to be an Affiliate. Customer undertakes to cease such entity from accessing and using any DS Offering with immediate effect, unless otherwise agreed in the DELMIA Quintiq Appendix.

**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.

**ADDITIONAL SPECIFICATIONS APPLICABLE TO THE FOLLOWING LICENSED PROGRAMS**

- *Quintiq Company Planner (5MP-CYQ)*
- *Quintiq Fleet & Crew Planner (5MP-TPQ)*
- *Quintiq Logistics Planner (5MP-LGQ)*
- *Quintiq Logistics Planner GIS enabled (5MP-GLQ)*
- *Quintiq Scheduler (5MP-SHQ)*
- *Quintiq Transportation Services Planner (5MP-SPQ)*
- *Quintiq Demand Planner (5MP-DEQ)*
- *Quintiq Macro Planner (5MP-MPQ)*
- *Quintiq Workforce Planner (5MP-WPQ)*

Notwithstanding anything to the contrary in the section "Grant" of the Agreement, DS grants Customer a non-exclusive and non-transferable (except as expressly permitted in the Agreement) right, for the duration identified in the Agreement and within the license scope as set out in the DELMIA Quintiq Appendix, to modify the above-referenced Licensed Programs.

In the event Customer modifies the above-referenced Licensed Programs, the warranty (described in the section "Warranty" of the Agreement) shall not apply. The Support Services as described in the section "Support Services" of the Agreement only apply to non-modified Licensed Programs.

## 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 About Box 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 About Box in 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:

**NONE**

### 4.3 EXCLUSIONS

The warranty and indemnification provided by DS under the Agreement are not applicable to open source software components listed hereunder:

**NONE**

The Support Services provided by DS under the Agreement are not applicable to the DS Offerings that contain the word "Maps" in their name. However, periodic updates of such DS Offerings may be provided by DS if available.

## 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 that 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 Agreement.

**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 Agreement.

**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 Agreement, 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**

**Affiliate** means any entity that is directly or indirectly Controlled by the Customer. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon DS' request, Customer agrees to confirm in writing the Affiliate status of a particular entity.

**Affiliate's Extended Enterprise User** means an employee of Affiliate'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 Affiliate's Extended Enterprise User(s) to conduct business with Affiliate. The use of the DS Offering by any such Affiliate's Extended Enterprise User(s) (1) shall be solely limited to use (i) as configured and deployed by Customer and (ii) in connection with the Affiliate's Extended Enterprise User's performance of services for and on behalf of Affiliate, and (2) shall exclude any use by Affiliate's Extended Enterprise User (i) for its own account or a third party's account, or (ii) for the purpose of modifying, otherwise using, maintaining or hosting the DS Offering. Affiliate's Extended Enterprise Users are authorized if so specified in the Product Portfolio.

**Affiliate's User** means any (1) Affiliate's employee, or (2) employee of Affiliate's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Affiliate and (iii) whose usual workplace is located within Affiliate's premises.

**Control** and/or **Controlled by** means (1) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (2) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

**Machine** means a computer equipment on which a Licensed Program is executed (1) (i) belonging to Customer or an Affiliate or under sole control or supervision and (ii) located on Customer's or Affiliate's premises (provided when applicable that Users, Affiliate's Users, Extended Enterprise Users and Affiliate's Extended Enterprise Users, as applicable, may occasionally use a computer equipment outside Customer's or Affiliate's premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer or Affiliate, as applicable, in the same country.

**Read Only Client**, when mentioned in the name of the Licensed Program, means a Licensed Program that can solely be used by an authorized user to search and read Customer's data.

**Read/Write Client**, when mentioned in the name of the Licensed Program, means a Licensed Program that can be used by an authorized user to search, create and read Customer's data.

**Site** means a single building or group of buildings at the same address owned by or under the control or supervision of the Customer or an Affiliate, facilitating a distinct production or other commercial operational environment, identified in the DELMIA Quintiq Appendix.

## **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 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.

**Extended Enterprise Named User** means an Extended Enterprise User identified with a unique username and password to use the DS Offering from a single machine at any given time.

**Named User** means a User identified with a unique username and password to use the DS Offering from a single machine at any given time.

**Named User Based.** Use of a DS Offering in Named User Based mode is authorized for the maximum number of Named Users and/or Extended Enterprise Named Users, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer shall not use any automated program or "user agent" program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the DS Offering does not exceed the maximum number of rights granted to Customer for such DS Offering. Upon DS's request, Customer shall provide DS with a signed document listing (i) the number of Named Users and Extended Enterprise Named Users, as applicable, (ii) the type of use of the DS Offerings, and (iii) the locations and types of the systems on which DS Offerings operate or Customer has installed the DS Offering(s) as applicable. DS may provide Customer with one or more utilities, either included within the DS Offering(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Customer. In such case, Customer shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

**System License** means a right to use certain DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User's (or Extended Enterprise Named User's, as applicable) rights to use certain identified DS Offerings may be required in order to be granted a System License. If the name of the DS Offering includes a specific reference to "Departmental Site License", such DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.

Customer may be requested to order certain DS Offerings rights to use, to be granted a System License.

**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

Quintiq, 3DEXPERIENCE, 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.

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