

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

Quintiq Release 2022

LICENSED PROGRAMS

ADDITIONAL TERMS #1

Due to new available Licensed Programs, these additional terms #1 supplement the Offering Specific Terms for Quintiq Release 2022 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 Quintiq Release 2022 Licensed Programs shall remain in full force and effect.

The Offering Specific Terms for Quintiq Release 2022 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.

The following provisions supplement those of the corresponding section of the Offering Specific Terms for Quintiq Release 2022 Licensed Programs:

5A. QUINTIQ ROAD TRUCK DS OFFERINGS

Notwithstanding anything to the contrary in the OST, Section 2. “Licensing Schemes and Geographic Scope” of the OST is replaced by the following provisions for the Licensed Programs listed in Table 1 below:

Table 1

Licensed Program Name	Product Number	Targeted Solution
<i>Quintiq Road Truck LP Essential</i>	<i>5MB-L1Q</i>	<i>Essential Logistics Planning</i>
<i>Quintiq Road Truck LP Essential Trucks</i>	<i>5CB-D1Q</i>	
<i>Quintiq Road Truck LP Enterprise</i>	<i>5MB-L2Q</i>	<i>Enterprise Logistics Planning</i>
<i>Quintiq Road Truck LP Enterprise Trucks</i>	<i>5CB-D2Q</i>	
<i>Quintiq Road Truck WP Essential</i>	<i>5MB-W1Q</i>	<i>Essential Workforce Planning</i>
<i>Quintiq Road Truck WP Essential Employees</i>	<i>5CB-E1Q</i>	
<i>Quintiq Road Truck WP Enterprise</i>	<i>5MB-W2Q</i>	<i>Enterprise Workforce Planning</i>
<i>Quintiq Road Truck WP Enterprise Employees</i>	<i>5CB-E2Q</i>	

GENERAL RULES

Licenses for Licensed Programs listed in Table 1 are granted for use on Machines (i) by the Users (and Extended Enterprise Users as applicable) for one (1) or multiple Sites in the Customer country and solely for the purpose of the license scope described in the paragraph License Scope of this section.

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 Licensed Program 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 Licensed Program.

Customer is allowed to grant their Users (and Extended Enterprise Users as applicable) access and use of the Licensed Programs listed in Table 1 exclusively through the designated operating environment provided either by DS or by authorized DS partners.

PACKAGING

Each DS Offering permits Customer to plan a maximum number of plannable resources. The maximum number of plannable resources per DS Offering is determined by the number of corresponding Licensed Programs included in the DS Offering as set out in Table 2:

Table 2

Licensed Program Name	Product Number	Plannable Resources
<i>Quintiq Road Truck LP Essential Trucks</i>	5CB-D1Q	20 Vehicles
<i>Quintiq Road Truck LP Enterprise Trucks</i>	5CB-D2Q	20 Vehicles
<i>Quintiq Road Truck WP Essential Employees</i>	5CB-E1Q	50 Employees
<i>Quintiq Road Truck WP Enterprise Employees</i>	5CB-E2Q	50 Employees

By way of example:

- A DS Offering permitting Customer to plan 100 Vehicles with the *Essential Logistics Planning Targeted Solution* includes these Licensed Programs:

Table 2A

Licensed Program Name	Product Number	Quantity
<i>Quintiq Road Truck LP Essential</i>	5MB-L1Q	1
<i>Quintiq Road Truck LP Essential Trucks</i>	5CB-D1Q	5

- A DS Offering permitting Customer to plan 500 Employees with the *Enterprise Workforce Planning Targeted Solution* includes these Licensed Programs:

Table 2B

Licensed Program Name	Product Number	Quantity
<i>Quintiq Road Truck WP Enterprise</i>	5MB-W2Q	1
<i>Quintiq Road Truck WP Enterprise Employees</i>	5CB-E2Q	10

LICENSE SCOPE

Use of a DS Offering that includes the *Quintiq Road Truck LP Essential (5MB-L1Q)* or *Quintiq Road Truck LP Enterprise (5MB-L2Q)* Licensed Programs is restricted to the following purpose:

- **Essential Edition:** Use of *Quintiq Road Truck LP Essential (5MB-L1Q)* is limited to the purpose of Vehicle & Driver Management and Vehicle Routing & Scheduling in connection with Single Depot Routing. Use of *Quintiq Road Truck LP Essential (5MB-L1Q)* excludes Continuous Optimization.
- **Enterprise Edition:** Use of *Quintiq Road Truck LP Enterprise (5MB-L2Q)* is limited to the purpose of Vehicle & Driver Management and Vehicle Routing & Scheduling in connection with Multi-Depot Routing. Use of *Quintiq Road Truck LP Enterprise (5MB-L2Q)* includes Continuous Optimization.

Use of a DS Offering that includes the *Quintiq Road Truck WP Essential (5MB-W1Q)* or *Quintiq Road Truck WP Enterprise (5MB-W2Q)* Licensed Programs is restricted to the following purpose:

- **Essential Edition:** Use of *Quintiq Road Truck WP Essential (5MB-W1Q)* is limited to the purpose of Workforce Planning, in connection with single shifts. Use of *Quintiq Road Truck WP Essential (5MB-W1Q)* includes daily leave planning.
- **Enterprise Edition:** Use of *Quintiq Road Truck WP Enterprise (5MB-W2Q)* is limited to the purpose of Workforce Planning, in connection with multiple or broken shifts. Use of *Quintiq Road Truck WP Enterprise (5MB-W2Q)* includes daily and annual leave planning and scenario planning.

DEFINITIONS SPECIFIC TO THIS SECTION 5A

Continuous Optimization means an optimization mode that continuously updates the Vehicle Routing and Scheduling plan, taking into account updated inputs.

Depot means a facility for logistics operations from where a Vehicle will (off)load goods for distribution and/or sorting. (A Depot is a "Site" for the purposes of these OSTs.)

Employees are Customer's employees and contractors, when such contractors are performing work or services for the Customer, that are allocated to an operational shift.

Multi-Depot Routing means a type of route planning where routes may include multiple Depots.

Single-Depot Routing means a type of route planning where each route includes only one single Depot.

Vehicle means a motorized roadworthy car, van, truck, truck + trailer combination, bike, scooter, or motorcycle, in each case used exclusively for the transportation of goods.

Vehicle & Driver Management means the registration, identification, and validation of Vehicle types and its characteristics, and assignment of drivers and their skills to Vehicles, in combination with Operational Route Planning & Execution.

Vehicle Routing & Scheduling means the creation of a scheduled sequence of Vehicle stops where a pick-up and/or delivery occurs, for all time horizons (operational, tactical, and strategic planning and scheduling).

Workforce Planning means the planning, scheduling, and execution of rosters, as well as time & attendance/timesheet approval and leave management, for Employees.

5B. QUINTIQ FOOD AND BEVERAGE PRODUCTION PLANNING DS OFFERINGS

Notwithstanding anything to the contrary in the OST, Section 2. "Licensing Schemes and Geographic Scope" of the OST is replaced by the following provisions for the Licensed Programs listed in Table 3 below:

Table 3

Licensed Program Name	Product Number	Targeted Solution
<i>Quintiq Food & Beverage Production Planning (per site)</i>	<i>5MB-M2Q</i>	<i>Production Planning for Food & Beverage</i>

GENERAL RULES

Licenses for Licensed Programs listed in Table 3 are granted for use on Machines (i) by the Users (and Extended Enterprise Users as applicable) for one (1) or multiple Sites in the Customer country and solely for the purpose of the license scope described in the paragraph License Scope of this section.

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 Licensed Program 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 Licensed Program.

Customer is allowed to grant their Users (and Extended Enterprise Users as applicable) access and use of the Licensed Programs listed in Table 3 exclusively through the designated operating environment provided either by DS or by authorized DS partners.

LICENSE SCOPE

Use of one *Quintiq Food & Beverage Production Planning (per site) (5MB-M2Q)* Licensed Program is limited to the purpose of Master Production Scheduling, Material Requirements Planning, and Distribution Requirements Planning, each in connection with Food and Beverage Production for one specified Site. Planning for each additional Site requires an additional *Quintiq Food & Beverage Production Planning (per site) (5MB-M2Q)* Licensed Program.

DEFINITIONS SPECIFIC TO THIS SECTION 5B.

Distribution Requirements Planning is the determination of which products are to be shipped to warehouses or distribution centers, in order to meet customer demand.

Food and Beverage Production means the manufacture, processing, preparation, and storage of, nutritious substances intended to be ingested. This does not include the disassembly of livestock or any processes related thereto.

Material Requirements Planning is the determination of individual commodities or ingredients required at a specific location and time, in order to produce products in accordance with the production schedule (created through Master Production Scheduling).

Master Production Scheduling is the planning of the production of individual commodities or ingredients into products.

Site means a single building or group of buildings at the same address, owned by or under the control or supervision of the Customer, facilitating a distinct type of Food and Beverage Production. For clarity: a single building or group of buildings at the same address, owned by or under the control or supervision of the Customer, facilitating two (2) types of Food and Beverage Production constitute two (2) Sites for the purpose of the Agreement.

5C. QUINTIQ AIRPORTS FIXED RESOURCE PLANNING DS OFFERINGS

Notwithstanding anything to the contrary in this OST, Section 2. "Licensing Schemes and Geographic Scope" of this OST is replaced by the following provisions for the Licensed Programs listed in Table 4 below:

Table 4

Licensed Program Name	Product Number	Targeted Solution
<i>Quintiq Airport Fixed Resource Management System</i>	<i>5MB-AFQ</i>	<i>Quintiq Airport Fixed Resource Planning</i>

GENERAL RULES

Licenses for Licensed Programs listed in Table 4 are granted for use on Machines (i) by the Users (and Extended Enterprise Users as applicable) for one (1) or multiple Sites in the Customer country and solely for the purpose of the license scope described in the paragraph License Scope of this section.

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 Licensed Program 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 Licensed Program.

Customer is allowed to grant their Users (and Extended Enterprise Users as applicable) access and use of the Licensed Programs listed in Table 4 exclusively through the designated operating environment provided either by DS or by authorized DS partners.

PACKAGING

Each DS Offering permits Customer to plan Fixed Resources at airports of a particular size. The size of an airport is determined by the number of Passengers traveling through the airport annually. One (1) *Quintiq Airport Fixed Resource Management System Passengers (5M) (5MP-YPQ)* Licensed Program is required for each 5 million Passengers traveling through an airport annually:

Table 5

Licensed Program Name	Product Number	No. of Passengers annually
<i>Quintiq Airport Fixed Resource Management System Passengers (5M)</i>	<i>5MP-YPQ</i>	<i>5 Million</i>

By way of example:

- A DS Offering permitting Customer to plan Fixed Resources for an airport handling 1 million Passengers includes these Licensed Programs:

Table 5A

Licensed Program Name	Product Number	Quantity
<i>Quintiq Airport Fixed Resource Management System</i>	5MB-AFQ	1
<i>Quintiq Airport Fixed Resource Management System Passengers (5M)</i>	5MP-YPQ	1

- A DS Offering permitting Customer to plan Fixed Resources for an airport handling 19 million Passengers includes these Licensed Programs:

Table 5B

Licensed Program Name	Product Number	Quantity
<i>Quintiq Airport Fixed Resource Management System</i>	5MB-AFQ	1
<i>Quintiq Airport Fixed Resource Management System Passengers (5M)</i>	5MP-YPQ	4

LICENSE SCOPE

Use of a DS Offering that includes the *Quintiq Airport Fixed Resource Management System (5MB-AFQ)* Licensed Program is restricted to the purpose of Fixed Resource Planning, more specifically Stand & Gate Planning, Check-in Counter Planning, and Baggage Belt Planning, however excludes optimization of such processes or passenger flow optimization.

DEFINITIONS SPECIFIC TO THIS SECTION 5C.

Baggage Belt Planning means the allocation of luggage from flights to baggage belts.

Check-in Counter Planning means the allocation of flights to check-in counters.

Stand & Gate Planning means the allocation of aircraft to stands and gates.

Baggage Belts, Check-in Counters, and Stands & Gates are collectively referred to as "**Fixed Resources**".

Passenger means a person departing, arriving, or transferring through the airport.