DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
SIMULIA XFlow Release 2017x
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
➢ 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 at the Site(s) 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

SIMULIA XFlow:
The DS Offerings listed in the table below are licensed as Token Based and include the solver compute services based on the number of computer processing units or cores used in running a computation job, and grant access to corresponding number of "XFlow User Interface (GUI)" (5CP-XFG) Licensed Program(s) as defined hereinafter:

DS Offering Name	Product Number	Maximum Number of cores	Number of 5CP-XFG Licensed Program(s)
XFlow Entry 8	5TB-XFD-8	8	1
XFlow Standard 16	5TB-XFD-16	16	2
XFlow Standard 32	5TB-XFD-32	32	2

DS Offering Name	Product Number	Maximum Number of cores	Number of 5CP-XFG Licensed Program(s)
XFlow Premium 64	5TB-XFD-64	64	4
XFlow Premium 128	5TB-XFD-128	128	4
XFlow Premium 192	5TB-XFD-192	192	4
XFlow Premium 256	5TB-XFD-256	256	6
XFlow Premium 384	5TB-XFD-384	384	6
XFlow Premium 512	5TB-XFD-512	512	6

Any "XFlow User Interface (GUI)" user can access the cores of any DS Offering listed in the table. The sum of the number of cores for all the concurrent jobs used at a given time cannot exceed the total of the maximum number of cores authorized for the use of the corresponding DS Offerings.

SIMULIA Academic:
Research
The DS Offerings listed in the table below are licensed as Token Based and include the solver compute services based on the number of computer processing units or cores used in running a computation job, and grant access to corresponding number of "XFlow Research GUI" (5CP-XFG-R) Licensed Program(s) as defined hereinafter:

DS Offering Name	Product Number	Maximum Number of cores	Number of 5CP-XFG-R Licensed Program(s)
XFlow Research 32	5TB-XFR-32	32	1
XFlow Research 256	5TB-XFR-256	256	1

Any "XFlow Research GUI" user can access the cores of any DS Offering listed in the table hereinabove. The sum of the number of cores for all the concurrent jobs used at a given time cannot exceed the total of the maximum number of cores authorized for the use of the corresponding DS Offerings.

Teaching
The DS Offerings listed in the table below, licensed as Concurrent Based, grant access to the corresponding number of "XFlow User Interface (GUI)" (5CP-XFG) Licensed Program(s) as defined hereinafter and include solver compute services: Any "XFlow User Interface (GUI)" (5CP-XFG) user can access a maximum of eight (8) cores. The DS Offerings listed in the table below may only be used for teaching purposes and not for any research purposes.

DS Offering Name	Product Number	Maximum Number of cores	Number of 5CP-XFG Licensed Program(s)
XFlow Teaching Base Pack	5CB-XFU-20	20 x 8	20
XFlow Teaching Supplemental Pack	5CB-XFU-10	10 x 8	10

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 SOFTWARE

The specific terms relating to the use of certain third party software 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 SOFTWARE

The DS Offerings may include open source software 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 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 these components is available upon request.

Except for components mentioned in the section "EXCLUSIONS" below, the warranty, indemnification and Support Services provided by DS under the Agreement apply to all such 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 SOFTWARE TERMS

The following terms apply in addition to the Agreement:

NONE

4.3 EXCLUSIONS

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

NONE

5. DEFINITIONS

The following definitions are supplementary to the section "Definitions" of the Agreement.

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).

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.

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.

PRICING STRUCTURES

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.

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.

LICENSING SCHEMES

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.

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

XFlow, **3D**EXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, IFWE and 3DEXCITE 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.