

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### SOLIDWORKS Desktop Release 2022

### 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:

- Single User (Standalone)
- SolidNetWork (SNL)

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 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 and/or Affiliates 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.

The Customer must reactivate each license of the DS Offering, (i) one (1) year after the initial activation of the license, (ii) one (1) year after each subsequent reactivation of the license and (iii) at all one (1) year intervals thereafter. In the event the activation of any of these licenses expires and is not reactivated, the activation and the use of the Offering will cease and will not be operational until reactivation. This does not affect the perpetual license right to use granted under the PLC pricing structure.

## 2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

### 2.2.1 SOLIDWORKS Single User (Standalone) DS Offerings

As part of the DS Offering, the Customer is granted the right to use one (1) SolidNetWork License of *with SOLIDWORKS PDM Standard CAD Editor*, if applicable as shown in the table below. For other items listed in the table and if current on ALC, the Customer is granted the right to use the applicable Licensed Programs of the specific DS Offering.

With the exception of 'Add-on' licenses which shall be installed on the same machine as referenced in the DS Offering name, use of each DS Offering in Single User (Standalone) mode is authorized for Machines up to the number of Licensed Programs included in the DS Offering for which it has been ordered unless otherwise specified.

In the case where the Machine is changed, the Customer may contact DS to update the machine information for activation purpose.

DS Offering Name	Add-on Licensed Programs included in the DS Offering must be installed on the same machine			Licensed Programs included in the DS Offering may be installed on the same machine or on separate machines		
	Single User License of <i>with SOLIDWORKS CAM Standard Add-on</i>	Single User License of <i>with SOLIDWORKS Simulation Professional Add-On</i>	Single User License of <i>with SOLIDWORKS Simulation Premium Add-On</i>	Single User License of <i>with SOLIDWORKS Visualize Standard</i>	Single User License of <i>with SOLIDWORKS Visualize Boost</i>	SolidNetWork License of <i>with SOLIDWORKS PDM Standard CAD Editor</i>
<i>SOLIDWORKS Standard Package (reference including SWXW)</i>	One (1)	-	-	-	-	-
<i>SOLIDWORKS Professional Package (reference including SPXW)</i>	One (1)	-	-	One (1)	-	One (1)
<i>SOLIDWORKS Premium Package (reference including SMXW)</i>	One (1)	-	-	One (1)	-	One (1)
<i>SOLIDWORKS Premium with Simulation Professional Package (reference including SMOW)</i>	One (1)	One (1)	-	One (1)	-	One (1)
<i>SOLIDWORKS Premium with Simulation Premium Package (reference including SMUW)</i>	One (1)	-	One (1)	One (1)	-	One (1)
<i>SOLIDWORKS Office Package (reference including SFXW)</i>	One (1)	-	-	-	-	-
<i>SOLIDWORKS Visualize Professional Package (reference including VPQW)</i>	-	-	-	-	One (1)	-

#### Applicable DS Offerings:

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5MB-SWXW	<i>SOLIDWORKS Standard Package</i>
SOLIDWORKS Desktop GSA	5MB-SWXW-ESI	<i>SOLIDWORKS ESI Standard Package</i>
SOLIDWORKS Desktop GSA	5MB-SWXW-GSA	<i>SOLIDWORKS GSA Standard Package</i>
SOLIDWORKS Desktop Research	5MB-SWXW-R	<i>SOLIDWORKS Research Standard Package</i>

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5MB-SPXW	<i>SOLIDWORKS Professional Package</i>
SOLIDWORKS Desktop GSA	5MB-SPXW-ESI	<i>SOLIDWORKS ESI Professional Package</i>
SOLIDWORKS Desktop GSA	5MB-SPXW-GSA	<i>SOLIDWORKS GSA Professional Package</i>
SOLIDWORKS Desktop OEM	5MB-SPXW-OEM	<i>SOLIDWORKS OEM Professional Package</i> Excludes <i>SOLIDWORKS CAM Standard Add-on</i>
SOLIDWORKS Desktop Research	5MB-SPXW-R	<i>SOLIDWORKS Research Professional Package</i>

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5MB-SMXW	<i>SOLIDWORKS Premium Package</i>
SOLIDWORKS Desktop Advance Sales	5MB-SMXW-E	<i>SOLIDWORKS Entrepreneur Premium Package</i>
SOLIDWORKS Desktop Advance Sales	5MB-SMXW-I	<i>SOLIDWORKS Incubator Premium Package</i>
SOLIDWORKS Desktop GSA	5MB-SMXW-ESI	<i>SOLIDWORKS ESI Premium Package</i>
SOLIDWORKS Desktop GSA	5MB-SMXW-GSA	<i>SOLIDWORKS GSA Premium Package</i>
SOLIDWORKS Desktop OEM	5MB-SMXW-OEM	<i>SOLIDWORKS OEM Premium Package</i> Excludes <i>SOLIDWORKS CAM Standard Add-on</i>
SOLIDWORKS Desktop Research	5MB-SMXW-R	<i>SOLIDWORKS Research Premium Package</i>

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5MB-SMOW	SOLIDWORKS Premium with Simulation Professional Package
SOLIDWORKS Desktop GSA	5MB-SMOW-ESI	SOLIDWORKS ESI Premium with Simulation Professional Package
SOLIDWORKS Desktop GSA	5MB-SMOW-GSA	SOLIDWORKS GSA Premium with Simulation Professional Package
SOLIDWORKS Desktop Research	5MB-SMOW-R	SOLIDWORKS Research Premium with Simulation Professional Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5MB-SMUW	SOLIDWORKS Premium with Simulation Premium Package
SOLIDWORKS Desktop GSA	5MB-SMUW-ESI	SOLIDWORKS ESI Premium with Simulation Premium Package
SOLIDWORKS Desktop GSA	5MB-SMUW-GSA	SOLIDWORKS GSA Premium with Simulation Premium Package
SOLIDWORKS Desktop Research	5MB-SMUW-R	SOLIDWORKS Research Premium with Simulation Premium Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5MB-SFXW	SOLIDWORKS Office Package
SOLIDWORKS Desktop GSA	5MB-SFXW-GSA	SOLIDWORKS GSA Office Package
SOLIDWORKS Desktop Research	5MB-SFFW-R	SOLIDWORKS Research Office Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5MB-VPQW	SOLIDWORKS Visualize Professional Package
SOLIDWORKS Desktop GSA	5MB-VPQW-ESI	SOLIDWORKS ESI Visualize Professional Package
SOLIDWORKS Desktop GSA	5MB-VPQW-GSA	SOLIDWORKS GSA Visualize Professional Package
SOLIDWORKS Desktop Research	5MB-VPQW-R	SOLIDWORKS Research Visualize Professional Package

### 2.2.2 SolidNetWork (SNL) DS Offerings

As part of the DS Offering, the Customer is granted the right to use one (1) SolidNetWork License of with *SOLIDWORKS PDM Standard CAD Editor*, if applicable as shown in the table below. For other items listed in the table and if current on ALC, the Customer is granted the right to use the applicable Licensed Programs of the specific DS Offering.

DS Offerings under SolidNetWork (SNL) licensing scheme must be installed on a network server that:

- will permit the number of licenses that Customer has acquired to be used concurrently within the country for which licenses have been granted.
- may include Licensed Programs to be used in different countries as long as each Licensed Program is licensed by either the Customer or Customer's Affiliate for the country in which it is used, and may be used only by authorized Users and/or authorized Affiliate's Users, as appropriate. Such countries shall be within the same territory as the network server. For this purpose, DS considers there to be three (3) territories: the Western Hemisphere (Americas), Europe/Middle-East/Africa, and the rest of Asia/Australia.
- is subject to a one-time fee payment: such fee may be applied upon the initiation of any network server.

DS Offering Name	DS Offering includes:					
	SolidNetWork License of with <i>SOLIDWORKS CAM Standard Network</i>	SolidNetWork License of with <i>SOLIDWORKS Simulation Professional Network</i>	SolidNetWork License of with <i>SOLIDWORKS Simulation Premium Network</i>	SolidNetWork License of with <i>SOLIDWORKS Visualize Standard Network</i>	SolidNetWork License of with <i>SOLIDWORKS Visualize Boost Network</i>	SolidNetWork License of with <i>SOLIDWORKS PDM Standard CAD Editor Network</i>
<i>SOLIDWORKS Standard Network Package (reference including SWXW-O)</i>	One (1)	-	-	-	-	-
<i>SOLIDWORKS Professional Network Package (reference including SPXW-O)</i>	One (1)	-	-	One (1)	-	One (1)
<i>SOLIDWORKS Premium Network Package (reference including SMXW-O)</i>	One (1)	-	-	One (1)	-	One (1)
<i>SOLIDWORKS Premium with Simulation Professional Network Package (reference including SMOW-O)</i>	One (1)	One (1)	-	One (1)	-	One (1)
<i>SOLIDWORKS Premium with Simulation Premium Network Package (reference including SMUW-O)</i>	One (1)	-	One (1)	One (1)	-	One (1)
<i>SOLIDWORKS Office Network Package (reference including SFXW-O)</i>	One (1)	-	-	-	-	-
<i>SOLIDWORKS Visualize Professional Network Package (reference including VPQW-O)</i>	-	-	-	-	One (1)	-

**Applicable DS Offerings:**

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-SWXW-O	SOLIDWORKS Standard Network Package
SOLIDWORKS Desktop Global	5CP-SWXW-O-GLO	SOLIDWORKS Standard Global Network Package
SOLIDWORKS Desktop GSA	5CP-SWXW-O-ESI	SOLIDWORKS ESI Standard Network Package
SOLIDWORKS Desktop GSA	5CP-SWXW-O-GSA	SOLIDWORKS GSA Standard Network Package
SOLIDWORKS Desktop Research	5CP-SWXW-O-R	SOLIDWORKS Research Standard Network Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-SPXW-O	SOLIDWORKS Professional Network Package
SOLIDWORKS Desktop Global	5CP-SPXW-O-GLO	SOLIDWORKS Professional Global Network Package
SOLIDWORKS Desktop GSA	5CP-SPXW-O-ESI	SOLIDWORKS ESI Professional Network Package
SOLIDWORKS Desktop GSA	5CP-SPXW-O-GSA	SOLIDWORKS GSA Professional Network Package
SOLIDWORKS Desktop OEM	5CP-SPXW-O-OEM	SOLIDWORKS OEM Professional Network Package Excludes SOLIDWORKS CAM Standard Network
SOLIDWORKS Desktop Research	5CP-SPXW-O-R	SOLIDWORKS Research Professional Network Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-SMXW-O	SOLIDWORKS Premium Network Package
SOLIDWORKS Desktop Advance Sales	5CP-SMXW-O-E	SOLIDWORKS Entrepreneur Premium Network Package
SOLIDWORKS Desktop Global	5CP-SMXW-O-GLO	SOLIDWORKS Premium Global Network Package
SOLIDWORKS Desktop GSA	5CP-SMXW-O-ESI	SOLIDWORKS ESI Premium Network Package
SOLIDWORKS Desktop GSA	5CP-SMXW-O-GSA	SOLIDWORKS GSA Premium Network Package
SOLIDWORKS Desktop Advance Sales	5CP-SMXW-O-I	SOLIDWORKS Incubator Premium Network Package
SOLIDWORKS Desktop OEM	5CP-SMXW-O-OEM	SOLIDWORKS OEM Premium Network Package Excludes SOLIDWORKS CAM Standard Network
SOLIDWORKS Desktop Research	5CP-SMXW-O-R	SOLIDWORKS Research Premium Network Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-SMOW-O	SOLIDWORKS Premium with Simulation Professional Network Package
SOLIDWORKS Desktop Global	5CP-SMOW-O-GLO	SOLIDWORKS Premium with Simulation Professional Global Network Package
SOLIDWORKS Desktop GSA	5CP-SMOW-O-ESI	SOLIDWORKS ESI Premium with Simulation Professional Network Package
SOLIDWORKS Desktop GSA	5CP-SMOW-O-GSA	SOLIDWORKS GSA Premium with Simulation Professional Network Package
SOLIDWORKS Desktop Research	5CP-SMOW-O-R	SOLIDWORKS Research Premium with Simulation Professional Network Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-SMUW-O	SOLIDWORKS Premium with Simulation Premium Network Package
SOLIDWORKS Desktop Global	5CP-SMUW-O-GLO	SOLIDWORKS Premium with Simulation Premium Global Network Package
SOLIDWORKS Desktop GSA	5CP-SMUW-O-ESI	SOLIDWORKS ESI Premium with Simulation Premium Network Package
SOLIDWORKS Desktop GSA	5CP-SMUW-O-GSA	SOLIDWORKS GSA Premium with Simulation Premium Network Package
SOLIDWORKS Desktop Research	5CP-SMUW-O-R	SOLIDWORKS Research Premium with Simulation Premium Network Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-SFXW-O	SOLIDWORKS Office Network Package
SOLIDWORKS Desktop Global	5CP-SFXW-O-GLO	SOLIDWORKS Office Global Network Package
SOLIDWORKS Desktop GSA	5CP-SFXW-O-GSA	SOLIDWORKS GSA Office Network Package
SOLIDWORKS Desktop Research	5CP-SFFW-O-R	SOLIDWORKS Research Office Network Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-VPQW-O	SOLIDWORKS Visualize Professional Network Package
SOLIDWORKS Desktop Global	5CP-VPQW-O-GLO	SOLIDWORKS Visualize Professional Global Network Package
SOLIDWORKS Desktop GSA	5CP-VPQW-O-ESI	SOLIDWORKS ESI Visualize Professional Network Package
SOLIDWORKS Desktop GSA	5CP-VPQW-O-GSA	SOLIDWORKS GSA Visualize Professional Network Package
SOLIDWORKS Desktop Research	5CP-VPQW-O-R	SOLIDWORKS Research Visualize Professional Network Package

The DS Offerings listed in the table below are licensed as SolidNetWork (SNL) and grant access up to five (5) viewers.

DS Offering Name	Product Number	Number of Viewer licenses	Product Name
SOLIDWORKS Manage Professional Viewer Network Package	5CP-MAVW-O	5	with SOLIDWORKS Manage Professional Viewer Network
SOLIDWORKS PDM Professional Viewer Network Package	5CP-PEVW-O	5	with SOLIDWORKS PDM Professional Viewer Network
SOLIDWORKS PDM Standard Viewer Network Package	5CP-PSVW-O	5	with SOLIDWORKS PDM Standard Viewer Network



**Applicable DS Offerings:**

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-MAVW-O	SOLIDWORKS Manage Professional Viewer Network Package
SOLIDWORKS Desktop GSA	5CP-MAVW-O-ESI	SOLIDWORKS ESI Manage Professional Viewer Network Package
SOLIDWORKS Desktop GSA	5CP-MAVW-O-GSA	SOLIDWORKS GSA Manage Professional Viewer Network Package
SOLIDWORKS Desktop Research	5CP-MAVW-O-R	SOLIDWORKS Research Manage Professional Viewer Network Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-PEVW-O	SOLIDWORKS PDM Professional Viewer Network Package
SOLIDWORKS Desktop GSA	5CP-PEVW-O-ESI	SOLIDWORKS ESI PDM Professional Viewer Network Package
SOLIDWORKS Desktop GSA	5CP-PEVW-O-GSA	SOLIDWORKS GSA PDM Professional Viewer Network Package
SOLIDWORKS Desktop Research	5CP-PEVW-O-R	SOLIDWORKS Research PDM Professional Viewer Network Package

Portfolio Name	Product Number	Product Name
SOLIDWORKS Desktop	5CP-PSVW-O	SOLIDWORKS PDM Standard Viewer Network Package
SOLIDWORKS Desktop GSA	5CP-PSVW-O-ESI	SOLIDWORKS ESI PDM Standard Viewer Network Package
SOLIDWORKS Desktop GSA	5CP-PSVW-O-GSA	SOLIDWORKS GSA PDM Standard Viewer Network Package
SOLIDWORKS Desktop OEM	5CP-PSVW-O-OEM	SOLIDWORKS OEM PDM Standard Viewer Network Package
SOLIDWORKS Desktop Research	5CP-PSVW-O-R	SOLIDWORKS Research PDM Standard Viewer Network Package

**2.2.3 For DS Offerings – Manage Professional Universal License and PDM Professional Universal License:**

- SOLIDWORKS Manage Professional Universal License – 25 Users
- SOLIDWORKS Manage Professional Universal License – 50 Users
- SOLIDWORKS Manage Professional Universal License – 100 Users
- SOLIDWORKS Manage Professional Universal License – 200 Users

As part of the DS Offering of Universal Licenses, the Customer is granted the right to use licenses of the following Licensed Programs: SOLIDWORKS Manage Professional CAD Editor Network, and/or SOLIDWORKS Manage Professional Contributor Network, and/or with SOLIDWORKS Manage Professional Viewer Network.

The total allocation of these licenses must not exceed the number of Users shown in the product name at a given time.

**Applicable DS Offerings:**

Portfolio Name	Product ID	Product Name
SOLIDWORKS Desktop	5CP-MADW-O	SOLIDWORKS Manage Professional Universal License - 25 Users
SOLIDWORKS Desktop GSA	5CP-MADW-O-GSA	SOLIDWORKS GSA Manage Professional Universal License - 25 Users
SOLIDWORKS Desktop Research	5CP-MADW-O-R	SOLIDWORKS Research Manage Professional Universal License - 25 Users
SOLIDWORKS Desktop	5CP-MAIW-O	SOLIDWORKS Manage Professional Universal License - 50 Users
SOLIDWORKS Desktop GSA	5CP-MAIW-O-GSA	SOLIDWORKS GSA Manage Professional Universal License - 50 Users
SOLIDWORKS Desktop Research	5CP-MAIW-O-R	SOLIDWORKS Research Manage Professional Universal License - 50 Users
SOLIDWORKS Desktop	5CP-MAHW-O	SOLIDWORKS Manage Professional Universal License - 100 Users
SOLIDWORKS Desktop GSA	5CP-MAHW-O-GSA	SOLIDWORKS GSA Manage Professional Universal License - 100 Users
SOLIDWORKS Desktop Research	5CP-MAHW-O-R	SOLIDWORKS Research Manage Professional Universal License - 100 Users
SOLIDWORKS Desktop	5CP-MATW-O	SOLIDWORKS Manage Professional Universal License - 200 Users
SOLIDWORKS Desktop GSA	5CP-MATW-O-GSA	SOLIDWORKS GSA Manage Professional Universal License - 200 Users
SOLIDWORKS Desktop Research	5CP-MATW-O-R	SOLIDWORKS Research Manage Professional Universal License - 200 Users

- SOLIDWORKS PDM Professional Universal License – 25 Users
- SOLIDWORKS PDM Professional Universal License – 50 Users
- SOLIDWORKS PDM Professional Universal License – 100 Users
- SOLIDWORKS PDM Professional Universal License – 200 Users

As part of the DS Offering of Universal Licenses, the Customer is granted the right to use licenses of the following Licensed Programs: SOLIDWORKS PDM Professional CAD Editor Network, and/or SOLIDWORKS PDM Professional Contributor Network, and/or with SOLIDWORKS PDM Professional Viewer Network.

The total allocation of these licenses must not exceed the number of Users shown in the product name at a given time.

## Applicable DS Offerings:

Portfolio Name	Product ID	Product Name
SOLIDWORKS Desktop	5CP-PEDW-O	SOLIDWORKS PDM Professional Universal License - 25 Users
SOLIDWORKS Desktop GSA	5CP-PEDW-O-GSA	SOLIDWORKS GSA PDM Professional Universal License - 25 Users
SOLIDWORKS Desktop Research	5CP-PEDW-O-R	SOLIDWORKS Research PDM Professional Universal License - 25 Users
SOLIDWORKS Desktop	5CP-PEIW-O	SOLIDWORKS PDM Professional Universal License - 50 Users
SOLIDWORKS Desktop GSA	5CP-PEIW-O-GSA	SOLIDWORKS GSA PDM Professional Universal License - 50 Users
SOLIDWORKS Desktop Research	5CP-PEIW-O-R	SOLIDWORKS Research PDM Professional Universal License - 50 Users
SOLIDWORKS Desktop	5CP-PEHW-O	SOLIDWORKS PDM Professional Universal License - 100 Users
SOLIDWORKS Desktop GSA	5CP-PEHW-O-GSA	SOLIDWORKS GSA PDM Professional Universal License - 100 Users
SOLIDWORKS Desktop Research	5CP-PEHW-O-R	SOLIDWORKS Research PDM Professional Universal License - 100 Users
SOLIDWORKS Desktop	5CP-PETW-O	SOLIDWORKS PDM Professional Universal License - 200 Users
SOLIDWORKS Desktop GSA	5CP-PETW-O-GSA	SOLIDWORKS GSA PDM Professional Universal License - 200 Users
SOLIDWORKS Desktop Research	5CP-PETW-O-R	SOLIDWORKS Research PDM Professional Universal License - 200 Users

### 2.2.4 For DS Offerings - eDrawings® Professional:

Customer is granted the right to make copies of a portion of *SOLIDWORKS eDrawings Professional* along with the Customer-generated model files and deliver such files to third parties in order to view, mark-up and measure these models but not for other uses.

### 2.2.5 For DS Offerings – SOLIDWORKS Toolbox:

Customer is provided content such as fasteners, which constitutes approximate representations only.

### 2.2.7 For Academic DS Offering:

DS Offerings under a Single User (Standalone) licensing scheme shall be installed and used on the same machine.

- *SOLIDWORKS EDU Edition Package – (5MB-SMXW-EDU)*
- *SOLIDWORKS EDU Edition Private Career School Package – (5MB-SMCW-EDU)*

DS Offerings licensed under a SolidNetWork (SNL) licensing scheme shall be installed and used at a single Site unless it is a DS Offering for Multi-Site use as indicated in the DS Offering name.

- *SOLIDWORKS EDU Edition Private Career School Network Package – (5CP-SMCW-O-EDU)*
- *SOLIDWORKS EDU Edition Network Package – (5CP-SMXW-O-EDU)*

The Multi-Site Network Offering shall be installed on one (1) server but can be used at multiple Sites.

- *SOLIDWORKS EDU Edition Multi-Site Network Package – (5CP-SMMW-O-EDU)*

As part of the *SOLIDWORKS EDU Edition PDM Professional Universal License - 50 Users*

DS Offering, the Customer is granted the right to use licenses of these Licensed Programs: *SOLIDWORKS PDM Professional CAD Editor Network*, and/or *SOLIDWORKS PDM Professional Contributor Network*, and/or with *SOLIDWORKS PDM Professional Viewer Network*.

The total allocation of these licenses must not exceed 50 Users as shown in the product name.

### 2.2.8 Regional or Worldwide SolidNetWork licenses:

Customer may convert their SolidNetWork (SNL) to a Regional SolidNetWork license upon approval by DS. Regional is defined as group of countries within one of the three (3) DS territories (the Western Hemisphere (Americas), Europe/Middle-East/Africa, and the rest of Asia/Australia). A Regional SolidNetWork license may be "floated" to and used concurrently (the total number of licenses used at a time cannot exceed the total number of Customer-acquired licenses) by a User or by Affiliate's Users, within the defined group of countries. Such approval may be subject to a sign-off of additional terms, and payment of appropriate fee(s).

Licenses for such DS Offerings are granted for use on Machines by the Users and the Affiliate's Users. These may be used as identified in the Transaction Document.

Customer may convert their SolidNetWork (SNL) to a Worldwide SolidNetWork license upon approval by DS and must be current on ALC payment at any time. A Worldwide SolidNetWork license may be "floated" to and used concurrently (the total number of licenses used at a time cannot exceed the total number of Customer-acquired licenses) in any geography in the world, by a User or by Affiliate's Users.

Such approval may be subject to a sign-off of additional terms, and payment of appropriate fee(s).

Licenses for such DS Offerings are granted for use on Machines by the Users and the Affiliate's Users. These may be used as identified in the Transaction Document.

### 3. OTHER PERMITTED USES FOR DS OFFERINGS

#### **USE FOR CERTAIN SERVICES**

Except for Development Toolkits, 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.

For any such usage, Customer must be a member in good standing of the SOLIDWORKS Partner Program or have entered into an agreement with DS for such usage/distribution.

### 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 Documentation 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 Documentation of the DS 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 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:

Adobe® PDF:

When working with the Adobe PDF software, Customer may embed copies of the font software into Customer's electronic documents for the purpose of printing, viewing and editing the document. If the font software that Customer is embedding is identified as "licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, Customer may also embed copies of that font software for the additional purpose of editing Customer's electronic documents. No other embedding rights are implied or permitted under this license. Adobe is either a registered trademark or a trademark of Adobe Systems Incorporated in the United States and other countries.

#### **4.3 EXCLUSIONS**

The warranty and indemnification provided by DS under the Agreement are not applicable to open source software 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 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" or "Toolkit" or "Development Toolkit" 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 device on which a DS 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 DS Offerings available at <https://www.3ds.com/terms/product-portfolio/licensed-programs>.

**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 Academic Use of the DS Offerings for its Users).

Any use of DS 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 DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Academic Use of the DS Offerings.

**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. 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 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 which Controls, is Controlled by, or is under common Control with the Customer. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon request, Customer agrees to confirm in writing to DS the Affiliate status of a particular entity.

**Affiliate's User** means any (a) Affiliate's employee, or (b) employee of Affiliate's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, and (ii) who works for the exclusive internal needs of Affiliate.

**Control and/or Controlled by** means (a) 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 (b) 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.

**Remote Access** means, if so specified in the Product Portfolio, that Users, Affiliate's Users, 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 at the same location that constitutes the academic institution. The Site(s) are identified in the Transaction Document.



**User** means any (a) Customer, (b) Customer's employee, or (c) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, and (ii) who works for the exclusive internal needs of Customer. 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.

## 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 <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 DS at <https://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 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 <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 DS at <https://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**

### **LICENSING SCHEME DEFINITIONS SPECIFIC TO THIS OST**

**Single User (Standalone).** Use of each DS Offering in Single User (Standalone) mode is authorized on Machines up to the number of Machines for which the DS Offering has been ordered. A Single User (Standalone) license is authorized for use on a single Machine unless specified otherwise in section 2.2.

**SolidNetWork (SNL).** Use of a DS Offering in SolidNetWork (SNL) mode is authorized for a maximum number of simultaneous Users and Affiliate's Users (and Extended Enterprise Users, as applicable).

## 6. TRADEMARKS

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