# DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR SOLIDWORKS Desktop Release 2023 LICENSED PROGRAMS ADDITIONAL TERMS #3

Due to new available DS Offerings, these additional terms #3, which supplement the Offering Specific Terms for SOLIDWORKS Desktop Release 2023 Licensed Programs, the additional terms #1 and the additional terms #2, are an integral part of such Offering Specific Terms. Except as expressly supplemented by these additional terms #3, all terms and conditions of the Offering Specific Terms for SOLIDWORKS Desktop Release 2023 Licensed Programs, the additional terms #1 and the additional terms #2, shall remain in full force and effect.

The Offering Specific Terms for SOLIDWORKS Desktop Release 2023 Licensed Programs, the additional terms #1, the additional terms #2 together with these additional terms #3 (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.

### 2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

### 2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

The following provisions supplement those of the corresponding section of the Offering Specific Terms for SOLIDWORKS Desktop Release 2023 Licensed Programs and the additional terms #2:

# 2.2.9 SOLIDWORKS Desktop with Cloud Services Packaged Offerings

Access to the Packaged Offerings listed below provides access to the **3D**EXPERIENCE Online Services, in addition to the included SOLIDWORKS Desktop Licensed Programs, as described in the table below. For each Packaged Offering listed below, the included **3D**EXPERIENCE Online Services may be used only by a user authorized to use the corresponding SOLIDWORKS Desktop Licensed Program. Individual conditions related to those Packaged Offerings and included DS Offerings are described in the **Product Portfolio**.

DS Packaged Offering Name	Product Number	SOLIDWORKS Desktop Licensed Programs included	3DEXPERIENCE Online Services included
SOLIDWORKS Standard with Cloud Services	50B-SCWW	SOLIDWORKS Standard Package (5MB-SWXW)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Standard Network with Cloud Services	50B-SCWW-O	SOLIDWORKS Standard Network Package (5CB-SWXW-O)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Professional with Cloud Services	5OB-SCPW	SOLIDWORKS Professional Package (5MB-SPXW)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Professional Network with Cloud Services	50B-SCPW-O	SOLIDWORKS Professional Network Package (5CB-SPXW-O)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium with Cloud Services	50B-SCMW	SOLIDWORKS Premium Package (5MB-SMXW)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium Network with Cloud Services	50B-SCMW-O	SOLIDWORKS Premium Network Package (5CB-SMXW-O)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium with Simulation Professional with Cloud Services	50B-SCOW	SOLIDWORKS Premium with Simulation Professional Package (5MB-SMOW)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium with Simulation Professional Network with Cloud Services	50B-SCOW-O	SOLIDWORKS Premium with Simulation Professional Network Package (5CB-SMOW-O)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium with Simulation Premium with Cloud Services	50B-SCUW	SOLIDWORKS Premium with Simulation Premium Package (5MB-SMUW)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium with Simulation Premium Network with Cloud Services	50B-SCUW-O	SOLIDWORKS Premium with Simulation Premium Network Package (5CB-SMUW-O)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Standard Global Network with Cloud Services	50B-SCWW-O-GLO	SOLIDWORKS Standard Global Network Package (5CB-SWXW-O-GLO)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Professional Global Network with Cloud Services	50B-SCPW-O-GLO	SOLIDWORKS Professional Global Network Package (5CB-SPXW-O-GLO)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium Global Network with Cloud Services	50B-SCMW-O-GLO	SOLIDWORKS Premium Global Network Package (5CB-SMXW-O-GLO)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium with Simulation Professional Global Network with Cloud Services	50B-SCOW-O-GLO	SOLIDWORKS Premium with Simulation Professional Global Network Package (5CB-SMOW-O-GLO)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *
SOLIDWORKS Premium with Simulation Premium Global Network with Cloud Services	50B-SCUW-O-GLO	SOLIDWORKS Premium with Simulation Premium Global Network Package (5CB-SMUW-O-GLO)	6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC *

<sup>\* 6</sup>NP-IFW-OC: 3DSwymer, 6NP-CSV-OC: Collaborative Industry Innovator, 6NP-UES-OC: Collaborative Designer for SOLIDWORKS

For the included SOLIDWORKS Desktop Licensed Programs listed in the table above:

- the use of such DS Offerings is covered by the <u>OST for SOLIDWORKS Desktop Release 2023 Licensed Programs</u> and all related additional terms.
- the Support Policies for Licensed Programs apply.

For the **3D**EXPERIENCE Online Services listed in the table above:

- the use of such DS Offerings is covered by the OST for 3DEXPERIENCE R2023x Online Services and all related additional terms,
- the Support Policies for Online Services and the Service Level Agreement for Online Services apply.
- access to those Online Services is granted only if Customer is current on ALC payment.

### Price Increase for ALC

Notwithstanding the ALC definition, for the Packaged Offerings listed in the table above, the applicable price for the ALC renewal for any subsequent year may be subject to price increase at the sole discretion of DS. ALC price increases will be communicated at least ninety (90) days before the renewal date through the renewal notification.

### Price Increase for YLC

Notwithstanding the YLC definition, for the Packaged Offerings listed in the table above, the applicable price for the YLC renewal for any subsequent year may be subject to price increase at the sole discretion of DS. YLC price increases will be communicated at least ninety (90) days before the renewal date through the renewal notification.

# Termination of Packaged Offerings and/or related Support Services

Customer may terminate the license to any Packaged Offering listed in the table above by providing DS with at least thirty (30) days prior written notice. For perpetual licenses, such termination will take effect thirty (30) days after receipt of such notice; for fixed term licenses, such termination will take effect at the expiration of the then-current term.

Absent notice from Customer in accordance with this section, fixed term licenses of such Packaged Offerings shall automatically renew. Termination of a Packaged Offering means that the included Licensed Programs and Online Services are terminated simultaneously.

For purpose of clarification, when Customer terminates Support Services of a Packaged Offering listed in the table above, the Online Services included in such Packaged Offering will terminate automatically.

