

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

SOLIDWORKS Desktop Release 2026

3DS OFFERINGS

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 3DS 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 3DS Offerings 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 3DS Offerings 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 3DS Offerings to which this OST applies. Other pricing structures may be made available on a case-by-case basis.

Notwithstanding anything to the contrary in this OST, in case of orders made to Distributors, Distributors are free to set their own applicable Customer price and price increase, as applicable.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1 GENERAL RULES

Licenses for the 3DS Offerings 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 3DS Offerings to which this OST applies are granted for use on Machines by the Users (and Extended Enterprise Users, as applicable) only in the country or countries for which such 3DS Offerings are ordered. However, (i) Users, whose usual workplace is located in the same country as the country in which such use of the 3DS Offerings has been authorized, may use the 3DS Offerings 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, (ii) 3DS may authorize, on a case-by-case basis, the use of certain 3DS Offerings by the Users (and Extended Enterprise Users and/or Affiliates Users, as applicable) on a Remote Access mode, and (iii) 3DS Offerings under network licenses may be used in accordance with the provisions of Sections 2.2.2 and 2.2.7.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

The Customer must reactivate each license of the 3DS 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 3DS 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 3DS OFFERINGS

2.2.1 SOLIDWORKS Single User (Standalone) 3DS Offerings

As part of the 3DS Offering, the Customer is granted the right to use one (1) SolidNetWork License of *with SOLIDWORKS PDM Standard CAD Editor*, if applicable as shown below in Table 1. For other items listed in Table 1 and if current on ALC for such 3DS Offerings, or if such 3DS Offerings are under YLC or QLC, the Customer is granted the right to use the applicable Licensed Programs of the specific 3DS Offering.

With the exception of 'Add-on' licenses that shall be installed on the same machine as referenced in the 3DS Offering name, use of each 3DS Offering in Single User (Standalone) mode is authorized for Machines up to the number of Licensed Programs included in the 3DS Offering for which it has been ordered, unless otherwise specified.

In the event the Machine is changed, the Customer may contact 3DS to update the machine information for the purpose of activation.

Table 1

| 3DS Offering Name | Add-on Licensed Programs included in the 3DS Offering must be installed on the same machine | | | | Licensed Programs included in the 3DS Offering may be installed on the same machine or on separate machines | | |
|---|---|---|--|--|---|--|---|
| | Single User License of with SOLIDWORKS CAM Standard Add-on | Single User License of with SOLIDWORKS Simulation Professional Add-On | Single User License of with SOLIDWORKS Simulation Premium Add-On | | Single User License of with SOLIDWORKS Visualize Standard | Single User License of with SOLIDWORKS Visualize Boost | SolidNetWork License of with SOLIDWORKS PDM Standard CAD Editor |
| SOLIDWORKS Design Standard (Product Numbers containing 5MB-SWXW) | One (1) | - | - | | - | - | - |
| SOLIDWORKS Design Professional (Product Numbers containing 5MB-SPXW) | One (1) | - | - | | One (1) | - | One (1) |
| SOLIDWORKS Design Premium (Product Numbers containing 5MB-SMXW) | One (1) | - | - | | One (1) | - | One (1) |
| SOLIDWORKS Design Premium with Simulation Professional (Product Numbers containing 5MB-SMOW) | One (1) | One (1) | - | | One (1) | - | One (1) |
| SOLIDWORKS Design Premium with Simulation Premium (Product Numbers containing 5MB-SMUW) | One (1) | - | One (1) | | One (1) | - | One (1) |
| SOLIDWORKS Office Package (Product Numbers containing 5MB-SFXW) | One (1) | - | - | | - | - | - |
| SOLIDWORKS Visualize Professional Package (Product Numbers containing 5MB-VPQW) | - | - | - | | | One (1) | - |

Applicable 3DS Offerings listed below in Table 2:

Table 2

| Portfolio Name | 3DS Offering Name | Product Number |
|-----------------------------|--|----------------|
| SOLIDWORKS Desktop | SOLIDWORKS Design Standard | 5MB-SWXW |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Standard Package | 5MB-SWXW-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Standard Package | 5MB-SWXW-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Standard Package | 5MB-SWXW-R |
| SOLIDWORKS Desktop | SOLIDWORKS Design Professional | 5MB-SPXW |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Professional Package | 5MB-SPXW-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Professional Package | 5MB-SPXW-GSA |
| SOLIDWORKS Desktop OEM | SOLIDWORKS OEM Professional Package (Excludes SOLIDWORKS CAM Standard Add-on) | 5MB-SPXW-OEM |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Professional Package | 5MB-SPXW-R |
| SOLIDWORKS Desktop | SOLIDWORKS Design Premium | 5MB-SMXW |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Premium Package | 5MB-SMXW-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Premium Package | 5MB-SMXW-GSA |
| SOLIDWORKS Desktop OEM | SOLIDWORKS OEM Premium Package (Excludes SOLIDWORKS CAM Standard Add-on) | 5MB-SMXW-OEM |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Premium Package | 5MB-SMXW-R |
| SOLIDWORKS Desktop | SOLIDWORKS Design Premium with Simulation Professional | 5MB-SMOW |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Premium with Simulation Professional Package | 5MB-SMOW-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Premium with Simulation Professional Package | 5MB-SMOW-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Premium with Simulation Professional Package | 5MB-SMOW-R |
| SOLIDWORKS Desktop | SOLIDWORKS Design Premium with Simulation Premium | 5MB-SMUW |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Premium with Simulation Premium Package | 5MB-SMUW-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Premium with Simulation Premium Package | 5MB-SMUW-GSA |

| | | |
|-----------------------------|---|--------------|
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Premium with Simulation Premium Package | 5MB-SMUW-R |
| SOLIDWORKS Desktop | SOLIDWORKS Office Package | 5MB-SFXW |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Office Package | 5MB-SFXW-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Office Package | 5MB-SFXW-R |
| SOLIDWORKS Desktop | SOLIDWORKS Visualize Professional Package | 5MB-VPQW |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Visualize Professional Package | 5MB-VPQW-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Visualize Professional Package | 5MB-VPQW-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Visualize Professional Package | 5MB-VPQW-R |

2.2.2 SolidNetWork (SNL) 3DS Offerings

As part of the 3DS Offering, the Customer is granted the right to use one (1) SolidNetWork License of *with SOLIDWORKS PDM Standard CAD Editor*, if applicable as shown below in Table 3. For other items listed in Table 3 and if current on ALC for such 3DS Offerings, or if such 3DS Offerings are under YLC or QLC, the Customer is granted the right to use the applicable Licensed Programs of the specific 3DS Offering.

3DS Offerings under a 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 within the country for which such licenses have been granted and by the authorized number of simultaneous Users and Affiliate's Users (and Extended Enterprise Users, as applicable). The total number of licenses used at a time cannot exceed the total number of Customer-acquired licenses.
- may include Licensed Programs to be used in different countries, provided each Licensed Program (i) is licensed by either the Customer or Customer's Affiliate for the country in which it is used and (ii) is 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, 3DS considers there to be three (3) territories: Americas, Europe/Middle-East/Africa, and the rest of Asia/Australia. Such restriction does not apply to any 3DS Offering authorized as Extended Enterprise User and Remote Access if so specified in the Product Portfolio, including but not limited to *SOLIDWORKS Manage Professional*, *SOLIDWORKS PDM Standard* and *SOLIDWORKS PDM Professional* 3DS Offerings.
- is subject to a one-time fee payment, which may be applied upon the initiation of any network server.

Table 3

| 3DS Offering Name | 3DS Offering includes: | | | | | |
|---|--|--|---|--|---|---|
| | SolidNetWork License of with SOLIDWORKS CAM Standard Network | SolidNetWork License of SOLIDWORKS Design Premium with Simulation Professional Network Technical Product | SolidNetWork License of SOLIDWORKS Design Premium with Simulation Premium Network Technical Product | SolidNetWork License of with SOLIDWORKS Visualize Standard Network | SolidNetWork License of with SOLIDWORKS Visualize Boost Network | SolidNetWork License of with SOLIDWORKS PDM Standard CAD Editor Network |
| SOLIDWORKS Design Standard Network (Product Numbers containing 5CB-SWXW-O) | One (1) | - | - | - | - | - |
| SOLIDWORKS Design Professional Network (Product Numbers containing 5CB-SPXW-O) | One (1) | - | - | One (1) | - | One (1) |
| SOLIDWORKS Design Premium Network (Product Numbers containing 5CB-SMXW-O) | One (1) | - | - | One (1) | - | One (1) |
| SOLIDWORKS Design Premium with Simulation Professional Network (Product Numbers containing 5CB-SMOW-O) | One (1) | One (1) | - | One (1) | - | One (1) |
| SOLIDWORKS Design Premium with Simulation Premium Network (Product Numbers containing 5CB-SMUW-O) | One (1) | - | One (1) | One (1) | - | One (1) |
| SOLIDWORKS Office Network Package (Product Numbers containing 5CB-SFXW-O) | One (1) | - | - | - | - | - |
| SOLIDWORKS Visualize Professional Network Package (Product Numbers containing 5CB-VPQW-O) | - | - | - | - | One (1) | - |

Applicable 3DS Offerings listed below in Table 4:

Table 4

| Portfolio Name | 3DS Offering Name | Product Number |
|-----------------------------|---|----------------|
| SOLIDWORKS Desktop | SOLIDWORKS Design Standard Network | 5CB-SWXW-O |
| SOLIDWORKS Desktop Global | SOLIDWORKS Design Standard Global Network | 5CB-SWXW-O-GLO |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Standard Network Package | 5CB-SWXW-O-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Standard Network Package | 5CB-SWXW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Standard Network Package | 5CB-SWXW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Design Professional Network | 5CB-SPXW-O |
| SOLIDWORKS Desktop Global | SOLIDWORKS Design Professional Global Network | 5CB-SPXW-O-GLO |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Professional Network Package | 5CB-SPXW-O-ESI |

| | | |
|-----------------------------|---|----------------|
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Professional Network Package | 5CB-SPXW-O-GSA |
| SOLIDWORKS Desktop OEM | SOLIDWORKS OEM Professional Network Package (Excludes SOLIDWORKS CAM Standard Network) | 5CB-SPXW-O-OEM |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Professional Network Package | 5CB-SPXW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Design Premium Network | 5CB-SMXW-O |
| SOLIDWORKS Desktop Global | SOLIDWORKS Design Premium Global Network | 5CB-SMXW-O-GLO |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Premium Network Package | 5CB-SMXW-O-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Premium Network Package | 5CB-SMXW-O-GSA |
| SOLIDWORKS Desktop OEM | SOLIDWORKS OEM Premium Network Package (Excludes SOLIDWORKS CAM Standard Network) | 5CB-SMXW-O-OEM |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Premium Network Package | 5CB-SMXW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Design Premium with Simulation Professional Network | 5CB-SMOW-O |
| SOLIDWORKS Desktop Global | SOLIDWORKS Design Premium with Simulation Professional Global Network | 5CB-SMOW-O-GLO |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Premium with Simulation Professional Network Package | 5CB-SMOW-O-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Premium with Simulation Professional Network Package | 5CB-SMOW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Premium with Simulation Professional Network Package | 5CB-SMOW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Design Premium with Simulation Premium Network | 5CB-SMUW-O |
| SOLIDWORKS Desktop Global | SOLIDWORKS Design Premium with Simulation Premium Global Network | 5CB-SMUW-O-GLO |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Premium with Simulation Premium Network Package | 5CB-SMUW-O-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Premium with Simulation Premium Network Package | 5CB-SMUW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Premium with Simulation Premium Network Package | 5CB-SMUW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Office Network Package | 5CB-SFXW-O |
| SOLIDWORKS Desktop Global | SOLIDWORKS Office Global Network Package | 5CB-SFXW-O-GLO |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Office Network Package | 5CB-SFXW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Office Network Package | 5CB-SFXW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Visualize Professional Network Package | 5CB-VPQW-O |
| SOLIDWORKS Desktop Global | SOLIDWORKS Visualize Professional Global Network Package | 5CB-VPQW-O-GLO |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Visualize Professional Network Package | 5CB-VPQW-O-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Visualize Professional Network Package | 5CB-VPQW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Visualize Professional Network Package | 5CB-VPQW-O-R |

The 3DS Offerings listed below in Table 5 are licensed as SolidNetWork (SNL) and grant access to up to five (5) viewers.

Table 5

| 3DS Offering Name | Product Number | Number of Viewer licenses | Viewer Name |
|---|----------------|---------------------------|--|
| SOLIDWORKS Manage Professional Viewer Network - 5 Users | 5CB-MAVW-O | 5 | with SOLIDWORKS Manage Professional Viewer Network |
| SOLIDWORKS PDM Professional Viewer Network - 5 Users | 5CB-PEVW-O | 5 | with SOLIDWORKS PDM Professional Viewer Network |
| SOLIDWORKS PDM Standard Viewer Network - 5 Users | 5CB-PSVW-O | 5 | with SOLIDWORKS PDM Standard Viewer Network |

Applicable 3DS Offerings listed below in Table 6:

Table 6

| Portfolio Name | 3DS Offering Name | Product Number |
|-----------------------------|--|----------------|
| SOLIDWORKS Desktop | SOLIDWORKS Manage Professional Viewer Network - 5 Users | 5CB-MAVW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI Manage Professional Viewer Network Package - 5 Users | 5CB-MAVW-O-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Manage Professional Viewer Network Package - 5 Users | 5CB-MAVW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Manage Professional Viewer Network Package - 5 Users | 5CB-MAVW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS PDM Professional Viewer Network - 5 Users | 5CB-PEVW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI PDM Professional Viewer Network Package - 5 Users | 5CB-PEVW-O-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA PDM Professional Viewer Network Package - 5 Users | 5CB-PEVW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research PDM Professional Viewer Network Package - 5 Users | 5CB-PEVW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS PDM Standard Viewer Network - 5 Users | 5CB-PSVW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS ESI PDM Standard Viewer Network Package - 5 Users | 5CB-PSVW-O-ESI |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA PDM Standard Viewer Network Package - 5 Users | 5CB-PSVW-O-GSA |
| SOLIDWORKS Desktop OEM | SOLIDWORKS OEM PDM Standard Viewer Network Package - 5 Users | 5CB-PSVW-O-OEM |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research PDM Standard Viewer Network Package - 5 Users | 5CB-PSVW-O-R |

2.2.3 For 3DS 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 3DS 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 3DS Offerings listed below in Table 7:

Table 7

| Portfolio Name | 3DS Offering Name | Product Number |
|-----------------------------|---|----------------|
| SOLIDWORKS Desktop | SOLIDWORKS Manage Professional Universal License - 25 Users | 5CB-MADW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Manage Professional Universal License - 25 Users | 5CB-MADW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Manage Professional Universal License - 25 Users | 5CB-MADW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Manage Professional Universal License - 50 Users | 5CB-MAIW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Manage Professional Universal License - 50 Users | 5CB-MAIW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Manage Professional Universal License - 50 Users | 5CB-MAIW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Manage Professional Universal License - 100 Users | 5CB-MAHW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Manage Professional Universal License - 100 Users | 5CB-MAHW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Manage Professional Universal License - 100 Users | 5CB-MAHW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS Manage Professional Universal License - 200 Users | 5CB-MATW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA Manage Professional Universal License - 200 Users | 5CB-MATW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research Manage Professional Universal License - 200 Users | 5CB-MATW-O-R |

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 3DS 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 3DS Offerings listed below in Table 8:

Table 8

| Portfolio Name | 3DS Offering Name | Product Number |
|-----------------------------|--|----------------|
| SOLIDWORKS Desktop | SOLIDWORKS PDM Professional Universal License - 25 Users | 5CB-PEDW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA PDM Professional Universal License - 25 Users | 5CB-PEDW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research PDM Professional Universal License - 25 Users | 5CB-PEDW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS PDM Professional Universal License - 50 Users | 5CB-PEIW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA PDM Professional Universal License - 50 Users | 5CB-PEIW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research PDM Professional Universal License - 50 Users | 5CB-PEIW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS PDM Professional Universal License - 100 Users | 5CB-PEHW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA PDM Professional Universal License - 100 Users | 5CB-PEHW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research PDM Professional Universal License - 100 Users | 5CB-PEHW-O-R |
| SOLIDWORKS Desktop | SOLIDWORKS PDM Professional Universal License - 200 Users | 5CB-PETW-O |
| SOLIDWORKS Desktop GSA | SOLIDWORKS GSA PDM Professional Universal License - 200 Users | 5CB-PETW-O-GSA |
| SOLIDWORKS Desktop Research | SOLIDWORKS Research PDM Professional Universal License - 200 Users | 5CB-PETW-O-R |

2.2.4 For 3DS 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 3DS Offerings – SOLIDWORKS Toolbox

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

2.2.6 For 3DS Offerings – EDU Edition

The 3DS Offerings licensed under the Single User (Standalone) licensing scheme listed hereunder 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)

The 3DS Offering *SOLIDWORKS EDU Edition Private Career School Network Package (5CB-SMCW-O-EDU)* and the 3DS Offerings listed below in Table 9 are licensed under the SolidNetWork (SNL) licensing scheme and shall be installed and used at a single Site. To be granted the right to use the 3DS Offerings listed hereunder at multiple Sites, Customer must order as many *SOLIDWORKS EDU Edition Network Additional Site (5MP-SMAW-O-EDU)* System Based 3DS Offerings as the number of additional Sites.

Table 9

| 3DS Offering Name | Product Number |
|---|-----------------------|
| <i>SOLIDWORKS EDU Edition Network Package</i> | <i>5CB-SMXW-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 30 Users</i> | <i>5CB-SM3W-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 45 Users</i> | <i>5CB-SM4W-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 60 Users</i> | <i>5CB-SM6W-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 100 Users</i> | <i>5CB-S10W-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 200 Users</i> | <i>5CB-S20W-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 300 Users</i> | <i>5CB-S30W-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 500 Users</i> | <i>5CB-S50W-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 1000 Users</i> | <i>5CB-S1KW-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 2000 Users</i> | <i>5CB-S2KW-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 3000 Users</i> | <i>5CB-S3KW-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 5000 Users</i> | <i>5CB-S5KW-O-EDU</i> |
| <i>SOLIDWORKS EDU Edition Network Package - 10000 Users</i> | <i>5CB-S1QW-O-EDU</i> |

As part of the *SOLIDWORKS EDU Edition PDM Professional Universal License - 50 Users (5CB-PEIW-O-EDU)* 3DS Offering, 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.

2.2.7 Regional or Worldwide SolidNetWork licenses

Customer may convert their SolidNetWork (SNL) to a Regional SolidNetWork license upon approval by 3DS. Regional is defined as group of countries within one of the three (3) 3DS 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 3DS 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 3DS and must be current on ALC payment. 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 3DS 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.

2.2.8 SOLIDWORKS Desktop with Cloud Services Packaged Offerings

Access to the Packaged Offerings listed below in Table 10 provides access to the 3DEXPERIENCE Online Services, in addition to the included SOLIDWORKS Desktop Licensed Programs, as described in Table 10 below. For each Packaged Offering listed below, the included 3DEXPERIENCE 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 3DS Offerings are described in the [Product Portfolio](#).

Table 10

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

| | | | |
|---|----------------|--|--|
| SOLIDWORKS Design Premium with Simulation Premium Network with Cloud Services | 5OB-SCUW-O | SOLIDWORKS Design Premium with Simulation Premium Network (5CB-SMUW-O) | 6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC, 6NP-NSR-OC * |
| SOLIDWORKS Design Standard Global Network with Cloud Services | 5OB-SCWW-O-GLO | SOLIDWORKS Design Standard Global Network (5CB-SWXW-O-GLO) | 6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC, 6NP-NSR-OC * |
| SOLIDWORKS Design Professional Global Network with Cloud Services | 5OB-SCPW-O-GLO | SOLIDWORKS Design Professional Global Network (5CB-SPXW-O-GLO) | 6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC, 6NP-NSR-OC * |
| SOLIDWORKS Design Premium Global Network with Cloud Services | 5OB-SCMW-O-GLO | SOLIDWORKS Design Premium Global Network (5CB-SMXW-O-GLO) | 6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC, 6NP-NSR-OC * |
| SOLIDWORKS Design Premium with Simulation Professional Global Network with Cloud Services | 5OB-SCOW-O-GLO | SOLIDWORKS Design Premium with Simulation Professional Global Network (5CB-SMOW-O-GLO) | 6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC, 6NP-NSR-OC * |
| SOLIDWORKS Design Premium with Simulation Premium Global Network with Cloud Services | 5OB-SCUW-O-GLO | SOLIDWORKS Design Premium with Simulation Premium Global Network (5CB-SMUW-O-GLO) | 6NP-IFW-OC, 6NP-CSV-OC, 6NP-UES-OC, 6NP-NSR-OC * |

* 6NP-IFW-OC: 3DSwymer, 6NP-CSV-OC: Collaborative Industry Innovator, 6NP-UES-OC: Collaborative Designer for SOLIDWORKS, 6NP-NSR-OC: NC Shop Floor Programmer

For the included SOLIDWORKS Desktop Licensed Programs listed in Table 10 above:

- the use of such 3DS Offerings is covered by this OST and all related additional terms if any,
- the [Support Policies for Licensed Programs](#) apply.

For the 3DEXPERIENCE Online Services listed in Table 10 above:

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

Price Increases for ALC

Notwithstanding the ALC definition, for the Packaged Offerings listed in Table 10 above, the applicable price for the ALC renewal for any subsequent year may be subject to price increases at the sole discretion of 3DS. ALC price increases will be communicated at least ninety (90) days before the renewal date through the renewal notification.

Price Increases for YLC

Notwithstanding the YLC definition, for the Packaged Offerings listed in Table 10 above, the applicable price for the YLC renewal for any subsequent year may be subject to price increases at the sole discretion of 3DS. 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 Table 10 above by providing 3DS 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 Table 10 above, the Online Services included in such Packaged Offering will terminate automatically.

3. OTHER PERMITTED USES FOR 3DS 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 3DS. Customer shall indemnify and defend 3DS 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 3DS for such usage/distribution.

USE OF EARLY ACCESS FEATURES

3DS in its sole discretion may provide, at no additional cost, the ability for Customer to use certain features made available as part of 3DS Offerings for early access purposes (the “Features”). Such Features are clearly identified, displaying terminology such as “beta”, “early delivery”, etc. on the user interface or in the Documentation, and may be used solely with the applicable 3DS Offering.

In electing to use Features, Customer expressly acknowledges and accepts that:

1. use of the Features as set forth herein is at Customer’s own discretion and risk; and
2. as is always the case but of particular importance here given the early access nature of these Features, Customer should ensure prior validation of any output created using the Features before use in production and especially in business-critical systems; any decision by Customer to use them in such contexts must be made with due care and consideration of the potential consequences.

THE FEATURES ARE MADE AVAILABLE ON AN “AS IS” BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS, AND TERMS ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

In no event shall 3DS or its licensors be liable for direct or indirect, consequential, special, incidental or punitive damages, including without limitation loss of use, data, profit, revenue, or goodwill, whether based in contract, negligence, or otherwise, arising out of, resulting from or in any way relating to Customer’s use of the Features. In particular, the warranty, indemnification and Support Services provided by 3DS under the Agreement shall not apply to the Features.

3DS in its sole discretion may elect at any time to discontinue the Features in whole or in part, modify the scope, functionality, format and output of any Features, and limit their use, all without liability. No express or implied commitment is made regarding the potential future availability of any Features.

In future delivery of the 3DS Offerings, 3DS in its sole discretion may elect to make the Features, in whole or in part, available in 3DS Offerings or in other 3DS offerings, to adapt their price and to restrict their use to specific countries, licensing schemes and/or other scope.

Customer acknowledges that the Features may leverage AI-based Functionality, as described in section 4. Customer shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that the Features may include AI-based Functionality and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations as well as with the Agreement when using AI-based Functionality.

4. ADDITIONAL TERMS FOR AI-BASED FUNCTIONALITY

Additional terms relating to the use of AI-based Functionality are defined hereafter:

ACCEPTABLE USE

Customer shall use AI-based Functionality in accordance with its Intended Purpose and the conditions described in the Documentation, in a responsible, safe and secure manner, and in accordance with applicable laws and regulations.

Notwithstanding the acceptable use described above, Customer shall not use AI-based Functionality and its AI Outputs in a manner that is considered as prohibited or high-risk under applicable laws and regulations and/or for non-appropriate purposes, including but not limited to:

- Promote or facilitate illegal activities or unlawful or fraudulent actions;
- Attempt unauthorized access to a system, property, or information;
- Generate illicit content or content that contains or promotes illicit or non-appropriate content;
- Distribute malware or spam;
- Contravene regulatory policies, administrative rules and/or guidelines;
- Track people without consent;
- Falsely impersonate an individual; or
- Mine cryptocurrency.

VIOLATION OF THIS SECTION 4.1 WILL BE CONSIDERED AS A MATERIAL BREACH OF THE AGREEMENT.

AI OUTPUT

Customer’s ownership of AI Output is subject to 3DS and/or third parties pre-existing rights which may be embedded or included in such AI Output.

Customer acknowledges and agrees that (i) the AI Output may not qualify for intellectual property protection; (ii) different 3DS’ customers may produce same or similar AI Outputs when using the AI-based Functionality, and (iii) Customer’s rights to the AI Output may not be enforceable against other users of AI-based Functionality.

Notwithstanding any recommendation contained within the AI Output, reliance on the AI Output is at the sole discretion of Customer. Customer shall assess the AI Output and perform human oversight before using or relying on the AI Output for any purpose.

Customer acknowledges that AI-based Functionality consists of emerging technologies and, given the nature of such technologies, its use may result in an incorrect, biased, unfair, or inaccurate AI Output.

Customer shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that AI-based Functionality may be made available as part of 3DS Offerings and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations, as well as with the Agreement when using AI-based Functionality.

CHANGE OF TERMS

Customer acknowledges that (i) the legal framework applicable to and (ii) the interpretation of competent courts and authorities regarding the use of AI-based Functionality is evolving. If a change in law or the interpretation of a competent court or authority results in (i) 3DS' inability to offer AI-based Functionality or (ii) Customer's inability to use AI-based Functionality in a legally compliant manner, 3DS may reduce the scope of use of AI-based Functionality, or remove AI-based Functionality from the available 3DS Offerings.

AI-based Functionality may include AI models, systems, technologies or features licensed from third parties that require 3DS to pass through third-party terms. Customer shall comply with such third-party terms as made available by 3DS in this OST, within the Documentation or otherwise.

5. 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 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

5.1 OPEN SOURCE COMPONENTS

The 3DS 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 3DS 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 3DS 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 3DS under the Agreement apply to all open source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS Offerings. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

5.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

Adobe® PDF Library provided by Datalogics™

Adobe Inc. is the owner of certain proprietary information and intellectual property rights included in the Licensed Programs and the Documentation. Adobe is a third party beneficiary entitled to enforce Datalogics' rights and your obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for your breach of such obligations.

You may embed copies of the font software into your electronic documents for purpose of printing, viewing and editing the document. No other embedding rights are implied or permitted under this license.

Datalogics, Inc. and Adobe Inc. do not and cannot warrant the performance results you may obtain by using the software.

Oracle

The following terms also apply if Customer is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the Licensed Program.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle or its licensor retains all ownership and intellectual property rights to Oracle software.
4. Oracle is a third party beneficiary of the Agreement.
5. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
6. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Agreement.
7. Customer shall not assign, give or transfer the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or use the Oracle software for rental, timesharing, subscription service, hosting or outsourcing; make the Oracle software available in any manner to any third party for use in the third party's business operations.
8. Customer shall not remove or modify any program marking or any notice of Oracle's or its licensor's proprietary rights.

9. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document, accessible at <https://www.oracle.com/technetwork/java/javase/documentation/index.html>, under the "Description of Product Editions and Permitted Features" section.
10. Third party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third party technology is licensed to Customer for use with the given 3DS Offering under the separate third party terms.
11. Customer shall comply fully with all applicable export and import laws to assure that neither the Oracle software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
12. Customer may not contact Oracle for support for Oracle software licensed through 3DS. Customer may not contact 3DS for support for Oracle software not licensed through 3DS.

Export Control terms for Parasolid and D-Cubed components

Export to Customer of the 3DS Offerings and Documentation that are covered by this document, is subject to all applicable countries' export and re-export laws and regulations, including but not limited to the export control laws of the United States or the United Kingdom. 3DS and its licensors shall have no liability towards Customer if necessary authorizations, licenses or approvals are not obtained. Customer shall not export or re-export, either directly or indirectly, the 3DS Offerings when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval. Customer hereby warrants to 3DS that all 3DS Offerings that are covered by this document, shall not be used in violation of any applicable export laws, including for proliferation of any nuclear, chemical or biological weapons or missile delivery systems, and shall not be diverted to any country, company or individual if prohibited by the applicable export laws of any country. Customer recognizes that their data may be transferred to or stored in any country. Customer undertakes to abstain from, and shall ensure all users abstain from, processing, storing or uploading on their data-sharing environment any information or data, the export of which is controlled, regulated or subject to any permit or license under any applicable law or regulation. Customer shall be deemed to be the exporter of their data. 3DS may terminate the granted licenses upon written notice if Customer violates these provisions.

5.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

NONE

The Support Services provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

NONE

6. DEFINITIONS

The following definitions supplement those of the section "Definitions" of the Agreement.

6.1 GENERAL DEFINITIONS

AI-based Functionality consists of features delivered through 3DS Offerings leveraging artificial intelligence ("AI") models, systems or technologies.

AI Output means certain Customer Data which is the output generated by Customer's use of AI-based Functionality.

Configuration or **Package** means a standard set of 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a 3DS 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 3DS 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 3DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the 3DS 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 3DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Intended Purpose means an appropriate use of AI-based Functionality, as described at <https://www.3ds.com/trust/ai>.

Machine means a device on which a 3DS 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 3DS 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 Education Use (or former Academic Use) of the 3DS Offerings for its Users).

Any use of 3DS 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 3DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings.

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 3DS 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 3DS 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 3DS 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 educational 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 3DS 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 Education Use (or former Academic Use) of 3DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or non-profit research or (ii) any individual duly enrolled in Customer's education program.

6.2 PRICING STRUCTURE DEFINITIONS

ALC means Annual License Charge which is a yearly charge. For the first year of each license of each 3DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a 3DS Offering entitles Customer to (i) Support Services for the 3DS 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 3DS Offering made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of the 3DS 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 3DS 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 3DS at <https://www.3ds.com/terms/price> for the related 3DS Offering.

PLC means Primary License Charge applicable to each license of a 3DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a 3DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such 3DS Offering made available by 3DS on the Effective Date of the license.

QLC means the Quarterly License Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a 3DS Offering entitles Customer to (i) a three (3) months license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such quarter, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS 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 3DS Offering.

TBL means Term Based License charge applicable to each license of a 3DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a 3DS 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 3DS Offering made available by 3DS 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 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a 3DS Offering entitles Customer to (i) a one (1) year license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS 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 3DS 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 3DS at <https://www.3ds.com/terms/price> for the related 3DS Offering. Termination of Support Services is not permitted without terminating the license of the 3DS Offering.

6.3 LICENSING SCHEME DEFINITIONS

LICENSING SCHEME DEFINITIONS SPECIFIC TO THIS OST

Single User (Standalone). Use of each 3DS Offering in Single User (Standalone) mode is authorized on Machines up to the number of Machines for which the 3DS 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 3DS Offering in SolidNetWork (SNL) mode is authorized for a maximum number of simultaneous Users and Affiliate's Users (and Extended Enterprise Users, as applicable).

7. TRADEMARKS

3D CONTENTCENTRAL, 3D PARTSTREAM, 3D PARTSTREAM.NET, CONISIO, DRAFTSIGHT, DRAFTSIGHT Logo, eDrawings, eDrawings Logo, ELEC WORKS, MODEL MANIA, NI!FUZE, P&ID Works, PDMWorks and the trademarks listed in the Dassault Systèmes Trademarks section at <https://www.3ds.com/legal-information> are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (322 306 440 R.C.S. Versailles), or its subsidiaries in the United States 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.

3DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.