

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR V5 ONLINE COMPANION Release V5-6R2014

### ONLINE SERVICES

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 Online Services 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

The use of Online Services to which this OST applies is granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST. Other pricing structures may be made available on a case by case basis.

#### 2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

##### 2.1. GENERAL RULES

Online Services 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:

- Named User Based

Online Services to which this OST applies are granted for use by the Users (and Extended Enterprise Users, as applicable) only in the country for which the Online Services are ordered. However, subject to the availability of access to the Online Services in the countries specified in the Service Level Agreement (i) Users, whose usual workplace is located in the same country as the country where such use of the Online Services has been authorized, may use the Online Services 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 Online Services by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

If a patent is incorporated in the DS Offerings for which a right to use or access is granted pursuant to the Agreement, DS hereby grants Customer a license on such patent.

##### 2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

All Users must have an account created on Companion Learning Space (<http://companion.3ds.com/>), a platform which enables the Customer to train its Users on how to use the DS Offerings. Each User can launch all of the courses included in the Online Services as specified in the related Transaction Documents.

The Customer and the Users are not authorized to download the courses on their computers or on any of their hardware devices.

The Customer will have access to a private space, called the "Customer domain", created on Companion Learning Space and specifying the number of courses purchased by the Customer. Any additional course purchased by the Customer will be included within this "Customer domain". Each User can access the "Customer domain" or any of its sub-domains as specified in the related Transaction Documents.

The Customer will have at least one specific user with dedicated privileges to administrate the "Customer domain" ("**Administrator**"). The Administrator will be responsible for creating the Users accounts and sub-domains, and allocating the courses to the Users in compliance with the terms of the Agreement and the related Transaction Documents. The Administrator is not authorized to access or use the DS Offerings for any other purpose than the administration of the DS Offerings.

Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the DS Offering does not exceed the maximum number of rights granted to Customer for such DS Offering, and reassignments do not exceed 10%.

### 3. OTHER PERMITTED USES FOR DS OFFERINGS

**USE FOR CERTAIN SERVICES.** Except for Development Tool Kits, Customer is authorized to use the Online Services 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 Online Services. In any event, Customer may not (1) use the Online Services 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) give any third party the access to the Online Services 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, defend and hold harmless 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 Online Services with third party end users.

### 4. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

The specific terms relating to the use of certain third party software components or products not developed by or for a DS Group Company and granted to Customer to be used in connection with or within a DS Offering are defined hereafter:

**NONE**

### 5. DEFINITIONS

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

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

**Development Tool Kit** means a DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" in the DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

**Extended Enterprise User** means an employee of Customer's affiliate(s), supplier(s) and/or customer(s) authorized to use Customer's DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the DS Offering by any such Extended Enterprise User(s) 1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Customer, and 2) shall exclude any use by Extended Enterprise User (a) for its own account or a third party's account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

**Product Portfolio** means a set of information related to the DS Offerings available at <http://www.3ds.com/terms/product-portfolio>.

**Remote Access** means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

**User** means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. For Academic Use of DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or research or (ii) any individual regularly enrolled as a *bona fide* student in Customer's academic program.

### PRICING STRUCTURES

**ASC** means the Annual Service Charge for use of DS Offering, subject to the conditions set forth in the Agreement. For the first year of each right to use DS Offering, ASC is due together with the TSC. Payment of the ASC for a DS Offering entitles Customer to i) Support Services for the Licensed Program(s) included in the DS Offering for one (1) year, including a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such Licensed Program(s) made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the Licensed Program(s) made available to Customer, and ii) a one (1) year right to use and to receive Support Services for the elements of the DS Offering other than the Licensed Program(s) included in the Online Services. Termination of ASC automatically terminates TSC. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period.

**QSC** means the Quarterly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QSC for a DS Offering entitles Customer to i) a three (3) month right to use the DS Offering and ii) Support Services for such DS Offering for three (3) months. Customer is deemed to have accepted to renew any DS Offering for three (3) months and to pay QSC at the then applicable price, if Customer continues to use such DS Offering(s) after the anniversary date of the DS Offering. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period.

**TSC** means the Term-based Service Charge applicable to each DS Offering ordered under the TSC/ASC pricing structure. The TSC is a one-time and non-refundable charge. Payment of the TSC for a DS Offering provides Customer with a license to use the Licensed Program included in the DS Offering for a period as described in the Product Portfolio and in the Transaction Document (subject to the conditions set forth in the Agreement). TSC is not automatically renewable. Expiration of the license granted with TSC terminates the use of the DS Offering. Termination of TSC gives Customer the right to use, for the remaining duration of TSC ordered by Customer and subject to the terms of the Agreement, a functionally equivalent "on premise" Licensed Program of the then current Release being used for the DS Offering upon termination date. "TSCx" is a TSC for a period of "x" years. As an example, "TSC2" is a TSC for a period of two (2) years.

**YSC** means the Yearly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YSC of a DS Offering entitles Customer to i) a one (1) year right to use the DS Offering and ii) Support Services for such DS Offering for one (1) year. Customer is deemed to have accepted to renew any DS Offering for one (1) year and to pay YSC at the then applicable price, if Customer continues to use such DS Offering(s) after the anniversary date of the DS Offering. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period.

Note: In case it is mentioned in the Transaction Document "YLC", Customer acknowledges and agrees that it shall mean YSC.

## **LICENSING SCHEMES**

**Extended Enterprise Named User** means an Extended Enterprise User identified with a unique username and password to use the DS Offering from a single machine at any given time.

**Named User** means a User identified with a unique username and password to use the DS Offering from a single machine at any given time.

**Named User Based.** Use of a DS Offering in Named User Based mode is authorized for the maximum number of Named Users and/or Extended Enterprise Named Users, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer shall not use any automated program or "user agent" program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the DS Offering does not exceed the maximum number of rights granted to Customer for such DS Offering. Upon DS's request, Customer shall provide DS with a signed document listing (i) the number of Named Users and Extended Enterprise Named Users, as applicable, (ii) the type of use of the DS Offerings, and (iii) the locations and types of the systems on which DS Offerings operate or Customer has installed the DS Offering(s) as applicable. DS may provide Customer with one or more utilities, either included within the DS Offering(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Customer. In such case, Customer shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

**Token Based.** Certain DS Offerings contain a token based network license management system that regulates authorized use of the DS Offering. Such system controls the type and number of computation jobs, interactive sessions and/or interface products that may be run simultaneously. The number of required tokens shall be determined, as described in the Product Portfolio, by the type of computation being performed and the number of computer processing units or cores used in running the computation job. In case of new or renewal of any DS Offering, the required number of tokens may be changed in the event of modifications to such DS Offering. The use of a Token Based DS Offering may be subject to additional or different terms and conditions described in the Product Portfolio. Tokens may be required in addition to any other licensing scheme pursuant to which the use of a DS Offering is granted.

## **6. TRADEMARKS**

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