

# DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR 3DEXPERIENCE R2015x 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:

- Casual Named User Based
- Named User Based
- System License

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.

Moreover, by ordering a DS Offering under this applicable OST, Customer is granted the right to access a dedicated production environment in which he will be able to manage one or more platforms.

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

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

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

### 2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

#### **Online disk space:**

Access for Online Services listed below provides the right to use corresponding online disk space.

DS Offerings Name	Online disk space [GB]
Platform Contributor (PCS-OC or PCS-OP)	Twenty five (25)
Platform Contributor for Academia EXTRA SMALL (UXC-XS-AC)	Twenty five (25)
Platform Contributor for Academia SMALL (UXC-S-AC)	Fifty (50)

Platform Contributor for Academia MEDIUM (UXC-M-AC)	One hundred (100)
Platform Contributor for Academia LARGE (UXC-L-AC)	Two hundred (200)
Platform Contributor for Academia EXTRA LARGE (UXC-XL-AC)	Four hundred (400)

For one platform, such disk space is shared among all the authorized users. Storage of one platform cannot be transferred to another platform. The Customer may order additional "Platform Storage (25 GB)" (PGB-OC or PGB-OP) or "Platform Storage (25 GB) for Academia" (UXB-AC) to be shared among all the authorized users for a given platform.

To execute certain DS Offerings ordered under a Named User Based licensing scheme, a System License of another DS Offering may be required. Moreover, to be able to have access to a virtual private cloud, i) one (1) DS Offering "Virtual Private Environment" (XVP-OP) ordered under the System License scheme, and (ii) a minimum number of one hundred (100) DS Offerings "Platform Contributor" (PCS-OP) ordered under Named User Based, are at any time required.

**On-Cloud Compute Services for the DS Offerings Stress Engineer Cloud Compute, Structural Analysis Engineer Cloud Compute, Mechanical Analyst Cloud Compute and Simulation Results Analyst:**

The DS Offerings contained in the table below are licensed as Named User Based and include of one or more of the following compute services ("On-Cloud Compute Services"): solver and physics results. Only one solver and one physics results services can be run at the same time by a given Named User for one DS Offering. The smallest unit of consumption is one hour for each On-Cloud Compute Service.

Each Named User gets an On-Cloud Compute Service allowance and bandwidth allowance (collectively "Allowance") specified in the table below for the first three (3) month period measured from the start date of the Online Service, and for each subsequent three (3) month period if the subscription is for a longer period. The Allowance limits (i) access to solver and physics results On-Cloud Compute Services to a specific number of hours per Named User and (ii) bandwidth to a specific amount of simulation data [GB] transmitted per Named User from the DS cloud platform. At the end of each three (3) month period, any unused hours and bandwidth from the Allowance expire and the Named User gets a new Allowance for use in the next three (3) month period, if applicable, until the end of the subscription.

DS Offerings Name	Product Number	IT instance minimum spec. [cores / memory]	On-Cloud Compute Services allowance [hours / 3 month period]	Bandwidth allowance [GB / 3 month period]	On-Cloud Compute Services
Stress Engineer Cloud Compute	6NB-MDS-K-OC	[4 cores / 15 GB]	50	300	solver & physics results
Structural Analysis Engineer Cloud Compute	6NB-DRD-K-OC	[8 cores / 30 GB]	75	300	solver & physics results
Mechanical Analyst Cloud Compute	6NB-SMO-K-OC	[8 cores / 30 GB]	125	300	solver & physics results
Simulation Results Analyst	6NP-SRA-OC	[1 core / 15 GB]	50	300	physics results

If Customer exceeds the Allowance, Customer will be charged the then current rate for the applicable DS Offerings.

**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.

**USE OF PRE-GA RELEASES IN A STAGING ENVIRONMENT.** From time to time and at DS' sole discretion, DS may grant Customer the right to access a Pre-GA Release of the Online Services in a staging environment (the "Pre-GA Staging Environment") which will include a copy of the Customer Data from his production environment. This Pre-GA Staging Environment will be made available at no additional charge for Customer's authorized Users (and Extended Enterprise Users, as applicable), for evaluation purposes only, specifically excluding any production or commercial purposes. By installing or using this Pre-GA Staging Environment, Customer hereby acknowledges and agrees that (i) all Customer Data created in the Pre-GA Staging Environment will not be migrated back to production and (ii) the use of such a Pre-GA Staging Environment is granted under the terms and conditions of the Agreement, with the following exceptions:

- The Pre-GA Staging Environment has not completed a quality-testing program, and may close down without warning or give unreliable results;
- DS reserves the right to terminate access to the Pre-GA Staging Environment or to delete it and remove Customer Data at any time without notice;
- DS shall have no obligation to provide support for the Pre-GA Staging Environment;
- The Service Level Agreement shall not be applicable to the Pre-GA Staging Environment;
- The Pre-GA Staging Environment is 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 extent permitted by law. In no event shall DS 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 Pre-GA Staging Environment.

#### 4. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

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

##### 4.1 OPEN SOURCE SOFTWARE.

The DS Offerings may include open source software components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation of the DS Offerings.

The following components are not distributed and licensed under the terms of the Agreement but under the terms of their original licenses set forth in the Documentation and/or notice files in the DS Offerings themselves. Source code for these components is available upon request.

Under the GNU LESSER GENERAL PUBLIC LICENSE version 2.1, available at <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>:

- jRegistryKey
- Hibernate
- Hibernate Commons Annotations
- JBoss Logging
- FFMpeg
- Libgsf
- TinyMCE

Under the GNU LESSER GENERAL PUBLIC LICENSE version 3, available at <http://www.gnu.org/licenses/lgpl-3.0.en.html>:

- JavaScript Hash
- jCIFS
- Libpff

Under the MODELICA LICENSE 2, available at <https://www.modelica.org/licenses/ModelicaLicense2>:

- Modelica Standard Libraries
- Modelica.Utilities

Under the MOZILLA PUBLIC LICENSE version 1.1, available at <http://www.mozilla.org/MPL/1.1/>:

- Gecko SDK
- Javassist
- Rhino
- CKEditor

Under the ECLIPSE PUBLIC LICENSE version 1.0, available at <http://www.eclipse.org/legal/epl-v10.html>:

- AspectJ
- c3p0
- Logback

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE version 1.0, available at <http://opensource.org/licenses/CDDL-1.0>:

- Servlet-api
- JavaMail API
- Java Message Service
- JBoss Transaction, with "classpath" exception to the GPL version 2

Under the COMMON PUBLIC LICENSE version 1.0, available at <http://opensource.org/licenses/cpl1.0.php>:  
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Except for components mentioned in the section EXCLUSIONS below, the warranty, indemnification and Support Services provided by DS under the Agreement apply to all such open source software components and shall be provided by DS and not by the original licensor, but only for the use of the DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the DS Offerings. The original licensors of said open source software components provide them on an “as is” basis and without any liability whatsoever to Customer.

#### 4.2 **ADDITIONAL THIRD PARTY SOFTWARE TERMS**

The following terms apply in addition to the Agreement:

##### 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 DS Offerings.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle is a third party beneficiary of the Agreement.
4. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
5. 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 Oracle agreement.
6. Customer shall not assign the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or rent or lease the Oracle software.

##### Support for Oracle Software

Customer may not contact Oracle for support for Oracle software licensed through DS. Customer may not contact DS for support for Oracle software not licensed through DS.

##### Sencha components

Customer is not authorized to use Sencha components in any other application other than the one with which it is distributed.

#### 4.3 **EXCLUSIONS**

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

Sun Microsystems Java Development Kit (JDK) and Apache Tomcat from the Apache Foundation may be delivered for Customer's convenience along with some ENOVIA DS Offerings but will not be maintained nor supported by DS through the Support Services.

### 5. DEFINITIONS

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

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

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

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

**Pre-GA Release** means an alpha or beta level of a new Release of a DS Offering which may be made available to Customer before the new Release is made generally available to the market, for evaluation purposes only and under specific terms and conditions.



**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.

## **LICENSING SCHEMES**

**Casual Named User Based** means, when mentioned in a Transaction Document and with respect to a given DS Offering to which this OST applies, that the use of such DS Offering by a Named User shall not exceed forty (40) hours per calendar month unless otherwise stated in the Transaction Document and/or the Product Portfolio if available.

**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.

**System License** means a right to use certain DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User's (or Extended Enterprise Named User's, as applicable) rights to use certain identified DS Offerings may be required in order to be granted a System License. If the name of the DS Offering includes a specific reference to "Departmental Site License", such DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.

Customer may be requested to order certain DS Offerings rights to use, to be granted a System License.

**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

3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, 3DSWYM and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes S.A. or its subsidiaries in the U.S. and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes S.A. or its subsidiaries trademarks is subject to their express written approval.

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