

DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR 3DEXPERIENCE R2017x ONLINE SERVICES ADDITIONAL TERMS #2

Due to new available Online Services, these additional terms #2, which supplement the Offering Specific Terms for 3DEXPERIENCE R2017x ONLINE SERVICES and the additional terms #1, are an integral part of such Offering Specific Terms. Except as expressly supplemented by these additional terms #2, all terms and conditions of the Offering Specific Terms for 3DEXPERIENCE R2017x ONLINE SERVICES and the additional terms #1 shall remain in full force and effect.

The Offering Specific Terms for 3DEXPERIENCE R2017x ONLINE SERVICES, the additional terms #1 together with these additional terms #2 (OST) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between DS and Customer ("Agreement"), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the 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.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

3DEXPERIENCE Platform business category:

A new sub-section is added:

"Online Licensing Service" (6MP-OML) Online Service can only be used for license key management of a given Licensed Program if Customer is current with the payment of the Support Services related to such Licensed Program.

3. OTHER PERMITTED USES FOR DS OFFERINGS

SIMULIA - 3DEXPERIENCE Simulation – Anatomical business category:

A new section is added:

Living Heart Model (6NB-SHH-OC):

LICENSE AND USE RIGHTS: Notwithstanding anything to the contrary in the Article "Grant" of the Agreement, DS grants Customer, from the Effective Date of the Online Service, a non-exclusive and non-transferable (except as expressly permitted in the Agreement) right, for the duration identified in the Transaction Document and solely for its internal business use, to (i) modify the databases provided within the Anatomical Online Services and (ii) copy the Anatomical Online Services.

Unless DS provides express written consent otherwise, Customer (i) is only permitted to make modifications to databases provided within the Anatomical Online Service from within the graphical user interface of another Online Service which is necessary to run the Anatomical Online Service, or with a dedicated, stand-alone, text editor (for example Microsoft Word or Emacs) and (ii) shall use simulation results obtained from the Anatomical Online Service solely in combination with any other Online Services, excluding any other software and open source, that is capable of creating a numerical or finite element based model, and (iii) shall not translate the Anatomical Online Services into any other proprietary or commercial numerical or finite element based modeling or solution format.

Customer is expressly prohibited from distributing any text file, or any portion thereof, which is necessary to run the Anatomical Online Service.

OWNERSHIP: Customer shall retain title to all modifications made to the databases included within the Anatomical Online Service. Modifications may include, without limitation, the insertion by Customer of medical devices or additional or alternative material definitions into the Anatomical Online Service. Customer agrees that DS may create derivatives works or enhance the Anatomical Online Service which may contain similar or identical modifications to those made to the Anatomical Online Service by Customer. In such a case, DS shall retain title to its own modifications or creations and Customer will not bring any claim against DS or any DS Group Company related to such derivative work or enhancement.

WARRANTY: DS does not warrant that the Anatomical Online Service will materially conform to its Documentation if Customer modifies the Anatomical Online Service in any way.