

# DASSAULT SYSTEMES MASTER CUSTOMER LICENSE AND ONLINE SERVICES AGREEMENT

This Master Customer License and Online Services Agreement Ref: # 2019-16356 is entered into on 6<sup>th</sup> of November 2019 ("Effective Date of this Agreement") by and between J.M. VOITH SE & CO.KG VTA, with its principal place of business located at Voithstraße 1, 74564 Crailsheim, Germany (hereinafter the "First Customer") and DASSAULT SYSTEMES DEUTSCHLAND GmbH, with its principal place of business located at Meitnerstrasse 8, 70563 Stuttgart, Germany (hereinafter "DS").

DS provides different DS Offerings, directly or through another DS Group Company, all as defined hereinafter. This Agreement sets forth the terms and conditions governing all DS Offerings and/or Support Services ordered by Customer pursuant to a Transaction Document, on or after the Effective Date of this Agreement and during the term hereof. Each party acts exclusively in its own name and on its own behalf with respect to the rights and obligations pursuant to this Agreement. The parties agree as follows:

## GENERAL TERMS

### 1. Definitions

**Affiliate** means (i) with respect to First Customer, any entity which Controls, is Controlled by, or is under common Control with the First Customer, and (ii) with respect to DS, any entity which Controls, is Controlled by, or is under common Control with DS. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon request, First Customer agrees to confirm in writing to DS the Affiliate status of a particular entity.

**Affiliate Participation Agreement** means an agreement between an Affiliate of First Customer and a DS Group Company, pursuant to which the Affiliate of First Customer agrees to be bound by the terms and conditions of this Agreement and may place orders for DS Offerings and/or Support Services.

**Agreement** means these General Terms, the applicable OST(s), the Transaction Document(s) and the terms contained in the web links referenced herein and hereby incorporated by reference.

**Applicable Data Protection Legislation** means as from 25 May 2018, the Regulation (EU) 2016/679 (General Data Protection Regulation) and any delegated and implementing acts adopted in accordance with the General Data Protection Regulation and the member state's laws specifying the provisions of the General Data Protection Regulation applicable to the Processing implemented.

**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.

**Customer** means the First Customer, or an Affiliate of First Customer that has entered into an Affiliate Participation Agreement, but solely with respect to the DS Offerings and/or Support Services such First Customer or Affiliate orders under this Agreement or the applicable Affiliate Participation Agreement.

**Distributor** means a third party authorized by DS to distribute DS Offering and Support Services.

**Documentation** means, at any time, the current user documentation in any form or media as delivered together with the DS Offering for use in connection with the DS Offering.

**DS Group Company** means Dassault Systèmes, a French "société européenne" or any entity in which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

**DS Offering** means one or more Licensed Programs and/or Online Services and/or Packaged Offerings.

**Effective Date** means (i) for a Licensed Program, the later of the following (x) the date on which such Licensed Program is shipped or made available electronically to Customer or, if applicable, (y) the date on which Customer is informed by DS that the associated license key can be requested or is available, or (ii) for Online Services, the date of

delivery of the Online Services as described in Section 4.2.

**Licensed Program** means (i) any data processing program for which a license is ordered by and provided to Customer pursuant to a Transaction Document and/or provided to Customer as part of the Online Services, consisting of a series of instructions and/or content, including databases, 2D and 3D models, in machine readable form, (ii) associated Documentation, (iii) corrective patches and (iv) Releases to which Customer is entitled. A Licensed Program does not include new versions of a Licensed Program including any successor product which significantly differs in architecture, user interface or mode of delivery.

**Online Services** means online access to, and use of, Licensed Program, and/or other related services, as may be updated by DS from time to time and ordered by Customer pursuant to a Transaction Document. Online Services may also include certain Licensed Program for which on-premise installation may be required.

**OST** means the Offering Specific Terms which are specific terms relating to a given Release of a Licensed Program or Online Services and published at [www.3ds.com/terms/ost](http://www.3ds.com/terms/ost).

**Packaged Offering** means a DS Offering composed of several Licensed Programs and/or Online Services as defined in the product portfolio published at [www.3ds.com/terms/product-portfolio](http://www.3ds.com/terms/product-portfolio), each Licensed Program and Online Services specific use being governed by its applicable OST.

**Personal Data** means any kind of information relating to an individual about whom information is collected which can, individually or together with other information on the individual, lead to directly or indirectly identifying such individual.

**Release** means a periodic update of the same version of a DS Offering if and when made generally available to the market.

**Sub-Processor** means any Processor appointed by DS or by any other Sub-Processor of DS which receives, from DS or from any other Sub-Processor of DS, Personal Data for the sole and exclusive purpose to Process activities to be carried out on behalf of Customer in accordance with the terms of this Agreement and the terms of a written subcontract.

"Controller", "Data Subject", "Process/Processing", "Processor" and "Personal Data Breach" shall have the same meaning as in the Applicable Data Protection Legislation.

**Support Services** means the maintenance, enhancement and other support services referred to herein and described at [www.3ds.com/terms/support-policies](http://www.3ds.com/terms/support-policies).

**Transaction Document** means the form (which may be online) referencing this Agreement or Affiliate Participation Agreement as applicable, signed or otherwise accepted by Customer and accepted by DS that identifies the DS Offering and/or Support Services ordered by Customer, the quantities thereof, fees payable (unless ordered through a Distributor), duration, geographical scope, the DS Group Company serving as the licensor or service provider and Customer identification.

Defined terms can be used in a singular or plural form.

## 2. License and Use Rights

**2.1 Grant.** DS grants Customer, from the Effective Date, a non-exclusive and non-transferable (except as expressly permitted herein) right, for the duration identified in the Transaction Document and solely for its internal business use, to:

- Make and install the necessary number of copies of the applicable Licensed Program for which on-premise installation is required;
- Use the DS Offerings according to the terms and conditions of this Agreement and their applicable Documentation;
- Allow its authorized users (as defined in the OST) to access and use the DS Offering;
- Make one copy for back-up purposes of each Licensed Program for which on-premise installation is required.

**2.2 Scope.** Customer agrees to operate each DS Offering in accordance with the terms and provisions of this Agreement and the Documentation for such DS Offering and to ensure that its authorized users comply with such terms and provisions. License keys, license tokens or delivery of media do not by themselves grant the legal right to use any DS Offering. Except as expressly set forth in this Agreement, no other express or implied right or license is granted to Customer.

Except as specifically permitted in this Agreement, Customer agrees not to: (a) use any DS Offering to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products, add-ons, or as components, (b) rent, lease, sublicense, perform or offer any type of services to third parties relating to any DS Offering including but not limited to, consulting, training, assistance, outsourcing, service bureau, customization or development, (c) correct errors, defects and other operating anomalies of any DS Offering, (d) reverse engineer, decompile, disassemble, adapt or otherwise translate all or part of any DS Offering, (e) provide, disclose or transmit any results of tests or benchmarks related to any DS Offering to any third party, or (f) use any software that may be delivered with any DS Offering other than the DS Offerings ordered hereunder.

## 3. Support Services

Support Services for DS Offerings are detailed on the DS website and include support request management and, for Licensed Programs, Releases made available during the Support Services term. Support Services ordered by Customer will be provided by DS or a DS authorized service provider as specified in the DS Support Services policies. Support Services policies are subject to change; however, any changes will not become effective until the commencement of the immediately following Support Services term. Customer should consult DS's Support Services policies on the DS website prior to renewal. To the extent applicable, unless Customer requests otherwise, or terminates Support Services, Support Services shall automatically renew on an annual basis and based on the then current Support Services policies.

## 4. Delivery and Payment

**4.1 Orders.** Customer may order DS Offerings and related Support Services under this Agreement, by issuing a Transaction Document. Customer agrees that the terms and conditions of this Agreement shall apply to all such Transaction Documents, DS Offerings and Support Services ordered thereunder.

**Affiliate Participation Agreement.** An Affiliate of First Customer may order DS Offerings and/or Support Services under this Agreement by executing and delivering an Affiliate Participation Agreement in the form

provided by DS, together with a signed Transaction Document. Acceptance of an Affiliate Participation Agreement shall be subject to DS's approval, in its sole discretion. DS reserves the right to appoint another DS Group Company to execute the Affiliate Participation Agreement and fulfill all orders placed thereunder. When an Affiliate of First Customer and a DS Group Company sign an Affiliate Participation Agreement, the parties to the Affiliate Participation Agreement shall be considered the Customer and DS, respectively, under this Agreement solely for purposes of such Affiliate Participation Agreement, to the exclusion of any rights granted to the entities initially executing this Agreement. The terms and conditions of this Agreement shall govern all DS Offerings and Support Services provided to such Affiliate thereunder.

First Customer agrees that it shall use reasonable commercial efforts to assist DS in ensuring compliance by any of its Affiliates of its obligations under this Agreement, including any Affiliate Participation Agreement.

**4.2 Delivery.** DS Offerings will be delivered to Customer or made available electronically. Electronic delivery will be made by providing Customer with necessary information to access the Online Services and/or download the Licensed Program. Customer is responsible for accessing DS's website and downloading the Licensed Program. Licensed Programs delivered by DS will be delivered FCA (Incoterms 2010) DS's premises as designated by DS.

### 4.3 Payment

**4.3.1 Payment Terms.** In consideration of the rights, licenses and services provided hereunder, Customer shall pay the charges applicable to each DS Offering and Support Services at the price identified in the applicable Transaction Document (or quote, if ordered through a Distributor). Unless otherwise agreed to in writing by DS, (i) all charges will be invoiced upfront, and (ii) Customer shall pay all invoices by wire transfer within thirty (30) days from the date of invoice. DS shall be entitled to suspend the provision of Support Services or Online Services for which related payment has not been made.

DS may set a common renewal date with respect to any DS Offerings or Support Services with different renewal dates and will prorate the charges due for any period not covered as a result thereof.

Except for Online Services and Packaged Offerings, the price for renewal of a DS Offering or Support Services for any given period is the price of the previous period plus the last percentage of increase applicable to the DS Offering in the applicable country, as published at least ninety (90) days prior to the renewal date. If applicable, current price increase percentages and terms and conditions can be found in the applicable OST.

The renewal price for Online Services and Packaged Offerings ordered by Customer 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.

Payment for some DS Offerings may be made online. In such a case, Customer will be notified by email of upcoming renewal for those DS Offerings that are subject to automatic renewal. Renewal charges will be debited from Customer's account no earlier than seven (7) days prior to the renewal date. Once debited, the renewal shall be deemed accepted and cannot be cancelled or withdrawn. Should such debit be rejected, DS shall be entitled to terminate the applicable DS Offering as of the renewal date.

**4.3.2 Late Payments.** Customer shall pay interest for late payment at a rate of nine (9) percent points per year over the basis interest acc. to §§ 247, 288 BGB (German Civil Code) on all sums unpaid at the due date, plus reasonable attorneys' fees and costs incurred by DS in collecting unpaid amounts.

**4.3.3 Taxes.** All prices are exclusive of taxes. Customer shall be responsible for payment of any and all taxes, including fees, duties, excises, import VAT, or similar charges of any nature whatsoever, now in force or enacted in the future, that are levied, assessed, charged, withheld, or collected for or in connection with the transfer or usage, to the extent authorized hereunder, of the DS Offerings provided hereunder or otherwise arising in connection with this Agreement, but excluding domestic taxes based on DS's net income. If Customer is required to withhold, deduct, or pay for any tax from the amount of fees to be paid under this Agreement, then Customer shall pay such additional amount to DS as is necessary to ensure that DS receives a sum equal to what would have been received had no such withholding, deduction or payment been required.

## **5. Intellectual Property**

**5.1 Ownership.** DS and/or its suppliers retain ownership in all intellectual property rights in all DS Offerings and all modifications, enhancements or other derivative works thereof. Licensed Programs are licensed, not sold. Customer shall preserve and reproduce all copyright, patent and trademark notices which appear in any DS Offering on all partial or integral copies thereof. Customer recognizes that the methodologies and techniques contained in or expressed within the DS Offerings are proprietary information or trade secrets of DS or its suppliers, whether or not marked as "confidential". Customer shall treat them as confidential information and not disclose them. Except to the extent permitted by applicable law, Customer shall not modify, adapt, reverse engineer, decompile, disassemble, or otherwise translate all or part of the DS Offerings. In the event Customer wishes to ensure the interoperability, within the limits of its authorized use as defined in Section 2 of these General Terms, of the DS Offerings with other computer software or with equipment under conditions provided for by law (including without limitation laws implementing the directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs), Customer must ask DS for a license to use standard interfaces, exclusively for internal use to achieve interoperability. DS will grant Customer a license to use the standard interfaces at the then current prices and contractual conditions of DS or, if standard interfaces are not available, DS, for a fee, may provide Customer with the necessary information to permit interoperability. Customer is not authorized to give access to these interfaces to any person other than its authorized users (as defined in the OST).

**5.2 Intellectual Property Indemnification.** DS will defend Customer against any claims made by a third party that a DS Offering delivered under this Agreement infringes a copyright in any country or a patent of the United States, Japan, or a member state of the European Patent Organization, and will pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by DS arising out of such claim, provided (i) Customer provides DS with prompt written notice of the claim, and (ii) Customer gives DS sole control of the defense of the claim and any related settlement discussions and provides reasonable cooperation in the defense and settlement of the claim.

If such a claim is made, or in DS's reasonable opinion is likely to be made, DS may at DS's expense, either secure the right for Customer to continue using the applicable DS Offering, modify it so that it is not infringing, or replace it with another program which is functionally equivalent. If none of the foregoing options is available on terms which are reasonable in DS's judgment, DS may terminate the DS Offerings. For other than term based DS Offerings, DS shall either refund or provide a credit to Customer, at Customer's option, in an amount equal to the corresponding one-time fee paid for the DS Offerings, depreciated

on a straight-line over three (3) years upon (i) return or destruction of all copies of the affected Licensed Program as certified by an officer of Customer or (ii) end of access of the affected Online Service. For term based DS Offerings, DS shall refund all prepaid but unused fees paid hereunder for the affected DS Offering.

DS shall have no obligation to defend or indemnify Customer against any claim related to (i) any modification of a DS Offering by anybody other than DS, (ii) Customer or third party content including databases, 2D and 3D models provided or published via the DS Offerings (iii) the use of one or more DS Offerings in combination with other hardware, data or programs not specified by DS, or (iv) the use of corrective patches or Releases other than the most recent one.

This Section 5.2 states DS's entire liability and Customer's exclusive remedy for any claim of infringement of intellectual property rights.

## **6. Warranty**

**6.1 Warranty.** DS warrants Licensed Programs one (1) year for each perpetual license from the initial delivery of each Licensed Program that the Release of any Licensed Program will materially conform to its Documentation provided it is properly used in the operating environment specified by DS. If such Release of the Licensed Program does not conform, and Customer has notified DS within this warranty period, DS will attempt to make it conform as warranted. DS may request Customer to install a corrective patch or a new Release for such performance. DS may remove any and all non-conformity at its choice by correction, workaround or redelivery. If DS has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may within thirty (30) days, either reduce the fee paid for the non-conforming Licensed Program or rescind this Agreement and receive a full refund of all fees paid for the non-conforming Licensed Program. For any and all claims for damages, the limitation of liability as set out in Section 7 shall apply. This represents DS's sole liability and Customer's sole remedy for breach of warranty.

**6.2 Disclaimers.** DS disclaims all liability for any use or application of any DS Offering or the results or decisions made or obtained by users of the DS Offering. DS does not warrant that (i) the functions of any DS Offering will meet Customer's requirements or will enable it to attain the objectives Customer has set for itself, (ii) the DS Offering will operate in the combination or environment selected for use by Customer, or (iii) the operation of the DS Offering will be uninterrupted or free of errors. In all instances, Customer shall be solely responsible for ensuring that the results produced by DS Offering comply with quality and safety requirements of Customer's products or services. No employee or agent of DS is authorized to give a greater or different warranty. Customer shall have exclusive responsibility for (a) selection of the DS Offering to achieve Customer's intended results, (b) installation of the Licensed Program, (c) taking adequate measures to properly test, operate and use each DS Offering, and (d) results obtained therefrom.

For each term license the following applies in addition: a termination right of Customer for not granting the use of a Licensed Program acc. to § 543 Sec. 2 Sentence 1 No. 1 BGB (German Civil Code) is excluded, as far as rework or replacement has not failed. Also a liability of DS without a fault for errors in a Licensed Program existing at the time of conclusion of the Agreement acc. to § 536a Sec. 1 BGB (German Civil Code) is expressly excluded.

DS exercises no control over, and assumes no responsibility or liability for any Customer content or third party content, including databases, 2D and 3D models, provided or published via the DS Offerings.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS FOR DS OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT.

## **7. Limitation of Liability**

DS SHALL BE LIABLE WITHOUT LIMITATION FOR PERSONAL INJURIES AND DAMAGES CAUSED BY GROSS OR WILLFUL NEGLIGENCE AND FOR SUCH DAMAGES, WHICH HAVE ACCRUED THROUGH THE BREACH OF A GUARANTEE ASSUMED WITH THE CONCLUSION OF THIS AGREEMENT.

FOR DAMAGES CAUSED BY ORDINARY NEGLIGENCE, REGARDLESS OF LEGAL GROUND (E.G. EVEN CLAIMS FROM BREACH OF CONTRACT, TORTUOUS ACT ETC.), DS SHALL BE LIABLE FOR EACH DAMAGE CASE UP TO AN AMOUNT OF FIVE HUNDRED THOUSAND (500.000,00) EUROS OR UP TO THE AMOUNT CORRESPONDING TO CHARGES ACTUALLY PAID BY CUSTOMER IN THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM FOR THE USE OF THE DS OFFERING WHICH CAUSED THE DAMAGE IN THE EVENT THIS VALUE IS HIGHER.

IN THE EVENT OF ORDINARY NEGLIGENCE DS SHALL NOT BE LIABLE FOR INDIRECT DAMAGES AND ALL CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, ADDITIONAL EXPENDITURE OF PERSONNEL, LOSS OF SALES AND LOSS OF DATA) WHETHER OR NOT DS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES THE REIMBURSEMENT OF FRUITLESS EXPENDITURES TO THE EXTENT SUCH EXPENDITURES ARE CONSIDERED INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE HEREUNDER.

All legal actions against DS must be filed with the appropriate judicial jurisdiction within two (2) years after the cause of action has arisen.

## **8. Distributors**

For any DS Offering which Customer obtains through a Distributor, Customer agrees that Distributor is responsible for pricing, payment collection and delivery of any orders it accepts. DS remains independent from the Distributor and is not responsible for the Distributor's actions or omissions.

## **9. Term and Termination**

**9.1 Term.** This Agreement shall come into force on the Effective Date of the Agreement and shall remain in full force and effect until terminated as provided hereunder.

### **9.2 Termination for Cause.**

**9.2.1** Either DS or First Customer may terminate this Agreement and/or Customer's rights to any or all DS Offerings and/or Support Services, if the other is in material breach of any of its obligations, and has failed to remedy such breach within thirty (30) days of receipt of written notice.

**9.2.2** Customer may terminate Online Services or a Packaged Offering containing Online Services if DS fails to provide the Online Services in accordance with the Service Level Agreement and such failure has not been remedied within thirty (30) days of receipt of written notice.

**9.2.3** Either party to an Affiliate Participation Agreement may terminate such Affiliate Participation Agreement and/or any DS Offering and/or Support Services and/or Online Services or a Packaged Offering containing Online Services if the other party is in breach of any of its obligations relating thereto and has failed to remedy such breach within thirty (30) days of receipt of written notice.

### **9.3 Termination for Convenience.**

**9.3.1 Agreement.** DS or First Customer may terminate this Agreement for convenience by providing the other party with a ninety (90)-day prior written notice.

**9.3.2 Affiliate Participation Agreement.** Either party to an Affiliate Participation Agreement may terminate it for convenience by providing the other party with a ninety (90)-day prior written notice.

**9.3.3 Licensed Program.** Customer may terminate the license to any Licensed Program by providing DS with at least thirty (30) days prior written notice. Such notice may be provided at any time for perpetual licenses and thirty (30) days prior to the applicable renewal date for term based licenses. Absent such notification and unless otherwise stated in the applicable OST, the term based license shall automatically renew.

**9.3.4 Support Services for Licensed Programs.** Customer may terminate Support Services for a Licensed Program, subject to the following conditions: (i) Customer provides DS with at least thirty (30) days prior notice, and (ii) such termination shall apply to Support Services covering all licenses of said Licensed Program held by Customer under any agreement then in force between Customer and any DS Group Company.

**9.3.5 Online Services.** Customer or DS may terminate any Online Services by providing notice to the other party thirty (30) days prior to the renewal date of the right to use of the Online Services. Absent such notification and unless otherwise stated in the applicable OST, the Online Services shall automatically renew and be subject to the then applicable Service Level Agreement. DS may change or modify the Online Services at any time. DS will not materially diminish the Online Services during the term of DS Offering obtained pursuant to the Transaction Document. Nothing in this Section 9.3.5 shall require DS to continue to provide any portion of the Online Services if this would result in DS violating the rights of any third party or any applicable law.

**9.3.6 Use Right and Support Services for Online Services.** Customer may terminate the use rights and Support Services for Online Services subject to the following conditions: (i) Customer provides DS with at least thirty (30) days prior notice, and (ii) such termination shall apply to the use rights and Support Services for the list of Online Services identified in such notification.

**9.3.7 Packaged Offering.** Customer may terminate any Packaged Offering by providing notice to DS thirty (30) days prior to the renewal date of the Packaged Offering. Absent such notification and unless otherwise stated in any applicable OST, the Packaged Offering shall automatically renew.

### **9.4 Effect of Termination.**

**9.4.1 a)** Upon expiration or termination of this Agreement, or of an Affiliate Participation Agreement, or of any DS Offering provided hereunder, Customer shall immediately destroy or return all copies of the terminated or expired Licensed Program and associated Documentation in their entirety and shall no longer have access to the Online Services and to Support Services. Expiration or termination of this Agreement, or of an Affiliate Participation Agreement, or of any DS Offering or Support Services, shall not relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement or under the Affiliate Participation Agreement. Customer shall not be entitled to any

refund or credit for early cancellation or termination of any DS Offering or Support Services for convenience. If Customer terminates Online Services under Section 9.2.2 DS will reimburse Customer for any prepaid but unused recurring fees as of the termination date. This refund represents DS's sole liability and Customer's sole remedy for DS's failure to provide Online Services.

b) Despite any termination by DS for convenience of this Agreement or of an Affiliate Participation Agreement, Customer may order Support Services under this Agreement and related Affiliate Participation Agreement, as applicable, at the then-current list price for any DS Offering for which the applicable use right is in effect. In such a case, this Agreement and related Affiliate Participation Agreement, as applicable, shall survive for the provision of such Support Services and for the duration thereof.

**9.4.2 Agreement.** Upon the effective date of termination or expiration of this Agreement: (i) each Affiliate Participation Agreement shall terminate concurrently, (ii) no Affiliate will have the right to enter into any new Affiliate Participation Agreement, and (iii) First Customer will not have the right to submit any further order under this Agreement other than for Support Services for any DS Offering for which the applicable use right is in effect and pursuant to the conditions specified in section 9.4.1 b) here above.

If this Agreement is terminated by DS for breach by First Customer, DS reserves the right to terminate (i) First Customer's right to use any DS Offerings for which payment has not been made, and (ii) First Customer's right to use any or all DS Offerings ordered hereunder if such breach is for other than a failure to pay.

**9.4.3 Affiliate Participation Agreement.** Upon the effective date of termination or expiration of an Affiliate Participation Agreement, the Customer being a party to such Affiliate Participation Agreement will not have the right to submit any further order under such Affiliate Participation Agreement other than for Support Services for any DS Offering for which the applicable use right is in effect and pursuant to the conditions specified in section 9.4.1 b) here above.

If an Affiliate Participation Agreement is terminated by DS for breach by the corresponding Affiliate, DS reserves the right to terminate (i) such Affiliate's right to use any DS Offerings for which payment has not been made, and (ii) such Affiliate's right to use any or all DS Offerings ordered under such Affiliate Participation Agreement if such breach is for other than a failure to pay.

**9.4.4 Support Services for Licensed Programs.** Upon expiration or termination, Customer (i) will have no further obligation to pay the Support Services fees for the corresponding Licensed Program and, (ii) shall duly certify in writing to DS that all copies of all Releases of the Licensed Program other than those of the latest Release installed by Customer, have been duly destroyed or returned to DS in their entirety. DS shall have no further obligation to provide any services or deliver any Release in support of any such licenses, except for providing license keys if necessary. Customer may reinstate Support Services, provided such reinstatement is activated for all licenses of a given Licensed Program held by Customer under any license agreement then in force between Customer and any DS Group Company, and Customer pays all fees that would have been due in respect of Support Services from the date of termination of Support Services to the date of reinstatement of such Support Services, plus a reinstatement fee as set forth at [www.3ds.com/terms/support-policies](http://www.3ds.com/terms/support-policies).

**9.4.5 Use rights and Support Services for Online Services.** Upon expiration or termination, Customer will have no further obligation to pay the applicable fees for the corresponding use rights and Support

Services. DS shall have no further obligation to provide any services related to such Online Service, except as detailed under the applicable OST. If permitted under the OST, Customer may reinstate use right and Support Services for Online Services, subject to the payment of all fees that would have been due in respect of the use right and the Support Services from the date of their termination to the date of their reinstatement.

## 10. Additional Terms for Online Services

### 10.1 Additional Definitions

**Customer Data** means the data provided by Customer to DS, whether posted by Customer or any authorized users, through Customer's use of the Online Services, including Personal Data.

**Service Level Agreement** means the service level terms for the Online Services published at [www.3ds.com/terms/sla](http://www.3ds.com/terms/sla).

**10.2 Customer Data.** All Customer Data will remain the sole property of Customer or the authorized users that posted such Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and obtaining copyright permissions for all Customer Data. Subject to the terms and conditions of this Agreement, Customer grants to DS a non-exclusive license to use, copy, store and transmit Customer Data and have Customer Data used, copied, stored and transmitted by DS's Group Companies and DS's subcontractors, to the extent reasonably necessary to provide, maintain and improve the Online Services. Customer shall defend the DS Group Companies against all third party claims arising from or relating to (i) Customer's use of the Online Services in violation of applicable laws or regulations, and/or (ii) any violation, infringement or misappropriation of the rights of a third party resulting from the Customer Data, and shall pay all costs, damages and expenses (including reasonable legal fees) finally awarded against DS by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Customer arising out of such claim, provided (i) DS provides Customer with prompt written notice of the claim, and (ii) DS gives Customer sole control of the defense of the claim and any related settlement discussions and provides reasonable cooperation in the defense and settlement of the claim.

**10.3 Customer Data Storage.** As part of the Online Services and if available in the applicable OST, DS will provide storage of Customer Data for the duration of the Online Services and within the storage size limits defined in the applicable OST. Should Customer exceed such storage limits, Customer shall remedy this situation within fifteen (15) days of notice from DS by ordering the necessary additional storage capacity or by reducing the size of the stored Customer Data.

**10.4 DS Obligations.** DS will provide Online Services in accordance with the then applicable Service Level Agreement. Customer Data shall be considered as confidential (i) during the period when the Online Services are provided, and (ii) for a period of one (1) year following termination or expiration thereof for Customer Data that have not been destroyed by Customer upon such termination or expiration. DS will make commercially reasonable efforts to implement security processes for the Online Services and Customer Data (i) consistent with industry standards for similar services and (ii) using no less than the same degree of care that it uses with respect to its own confidential information of a similar nature to avoid disclosure, publication or dissemination of such Customer Data. DS is authorized to disclose Customer Data to third parties who have entered into an appropriate confidential disclosure agreement with DS to the extent necessary to provide, maintain and improve the Online Services.

This obligation of confidentiality shall not apply to any information that: (i) is already in the possession of DS without any obligation of confidentiality at the time the information was received from Customer; (ii) is independently developed by DS without reference to the Customer Data; (iii) is or becomes publicly available without breach of this Agreement; (iv) is rightfully received by DS from a third party without an obligation of confidentiality; (v) is

released for disclosure by Customer with its written consent; or (vi) is required to be disclosed in accordance with a judicial or administrative decision but solely with respect to such judicial or administrative entity, provided that DS provides prompt information to Customer and reasonably cooperates with the Customer to limit the disclosure and use of the applicable information according to the decision.

#### **11. Additional Terms for Academic Use and Fundamental Research Use**

##### **11.1 Additional Definitions**

**Academic Use** means any use of the DS Offerings by authorized users solely for purposes that are strictly related to (i) education, institutional, instruction and/or (ii) experimental, theoretical and/or digital research work, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory. Academic Use can only be granted to a Customer that is an institution of education and/or research and that grants academic degrees (diploma or certificate) at any primary, secondary or higher education level.

**Fundamental Research Use** means any use of the DS Offerings by the authorized users solely for experimental, theoretical and/or digital research work, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory. Fundamental Research Use (i) must always result in a generally available publication and (ii) can only be granted to a Customer that is a non-profit institution dedicated to research, either publicly owned or operated, or that depends on more than fifty percent (50%) on public funding.

**11.2 License and Use Rights.** Notwithstanding anything to the contrary in Section 2, DS Offerings for Academic Use or Fundamental Research Use shall not be used, directly or indirectly, for any commercial purpose of Customer or any third party.

**11.3 Content Watermarking.** Content produced using any DS Offerings for Academic Use may automatically contain a watermark identifying the DS Offering used. Customer shall not remove any such watermarking.

#### **12. Export**

Export to Customer of DS Offering and Documentation is subject to all applicable countries' export and re-export laws and regulations. DS 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, DS Offering 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 DS that all DS Offerings ordered hereunder 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 Customer 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 its 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 Customer Data. DS may terminate this Agreement and/or any Affiliate Participation Agreement, and all licenses and access to the Online Services hereunder upon written notice if Customer violates these provisions.

#### **13. Software Compliance**

**13.1 Security Mechanisms.** DS Group Companies undertake legal measures to eliminate unauthorized use of their DS Offerings. In this context, Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of a DS Offering, and that is able to collect and transmit data about illegal copies only. Data collected will not include any data created by Customer with the Licensed Program. By using the Licensed Program, Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. DS also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to, and use of, any DS Offering. Customer may not take any steps to tamper with, circumvent or disable any such measures. Use of any Licensed Program without any hardware lock device, license administration software and/or license authorization key provided by DS is prohibited.

**13.2 Audit.** During the term of this Agreement and for a period of three (3) years thereafter, Customer shall maintain accurate information records relating to the use of each DS Offering including, without limitation, the list and location of resources accessing and using such DS Offering. When applicable, such information shall include destruction of the Licensed Program and the measures put in place by Customer to protect the access to and the use of each DS Offering. DS shall have the right at any time, at its own expense and under reasonable conditions of time and place, to review and collect copies of audit records and/or the Customer's use of each DS Offering. Customer also hereby authorizes DS to verify that its use of the DS products is compliant with the terms of a valid agreement. For such purpose, DS may conduct an audit on Customer's premises (or on premises where DS Offerings are installed for Customer's use) during normal business hours, in a manner that minimizes disruption to its business. Customer shall provide DS, or any third party DS engages to conduct such verification, with machine access, copies of system tools outputs, and allow execution of all appropriate tools generating audit records. If the audit reveals unauthorized use of any DS Offering, Customer shall promptly pay to DS any amounts owed as a result of such unauthorized use at the then current list price. If such unauthorized use is five percent or greater of Customer's authorized use for the applicable DS Offering, then in addition to Customer paying the applicable charges, Customer shall reimburse DS for the cost of such audit. By invoking the rights and procedures described above, DS does not waive its rights to enforce this Agreement and/or any Affiliate Participation Agreement or to protect its intellectual property by any other means permitted by law.

#### **14. Data Privacy**

**14.1 Location of Data Processing.** In order for DS to provide the Online Services and the Support Services, Customer appoints DS as Processor and agrees that Personal Data provided by Customer (Customer's Personal Data) may be transferred to, stored, accessed and Processed in any country in which DS or its subcontractors are located. DS will ensure that the same data protection obligations as set forth in the Agreement shall be imposed on the Sub-Processors by way of a contract and/or the standard contractual clauses from the European Commission in such a manner that the Processing will meet the requirements of the Applicable Data Protection Legislation.

**14.2 Data Controller.** Customer acknowledges and agrees that it is and shall at all times remain the sole data controller of the Personal Data, that will be processed as part of its access to and use of a DS Offering and therefore, shall be responsible for complying with all Applicable Data Protection Legislation including, but not limited to (i) transfer of Personal Data, (ii) information of data subjects and (iii) access, modification and deletion rights of data subjects. DS as the data processor will collect, store and process the Personal Data in accordance with the Agreement.

Personal Data is necessary for proof purposes during the applicable statute of limitation.

**14.3 Data Processor.** DS, as a Processor, will:

- to the maximum extent permitted by applicable law and for the duration of use of the DS Offerings, process Customer's Personal data in accordance with this Agreement, and Customer's written reasonable instructions, which shall in all circumstances be consistent with such Agreement;
- ensure that the persons who are authorized to Process Customer's Personal Data are bound themselves by an appropriate obligation of confidentiality;
- reasonably assist Customer in ensuring compliance with its obligations as a Data Controller regarding sections 32 to 36 of the General Data Protection Regulation, taking into account the nature of Processing as described in the Agreement. If DS has reason to believe or is convinced that a Personal Data Breach impacting Customer has occurred, DS will (i) notify the incident to Customer without undue delay after becoming aware of such Personal Data Breach, (ii) provide Customer with available information allowing it to comply with its notification obligations with competent supervisory authority;
- reasonably assist Customer to fulfil its obligations in response to requests from Data Subjects to exercise their rights under Applicable Data Protection Legislation in a manner consistent with the use of the DS Offerings and DS's role as a Processor;
- make available to Customer all necessary information in its possession to demonstrate Customer's compliance with its obligations provided for by the Applicable Data Protection Legislation and reflected in this section and, in case compliance with Applicable Data Protection Legislation cannot be evidenced through the appropriate documentation provided by DS, allow for, an audit. Such audit will be (i) notified to DS in writing at least thirty (30) days in advance by indicating its scope which shall be limited to assess Customer's compliance where the documentation provided by DS is not relevant (ii) conducted by an independent auditor mandated by Customer at Customer's costs and performed not more than once every twelve (12) months;
- keep a list of the Sub-Processors that will be involved in the Processing of Customer's Personal Data due to the Processing activities implemented on behalf of Customer and inform Customer of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the Customer the opportunity to object to such changes. Customer will be notified at least 15 (fifteen) days in advance before authorizing any new Sub-Processor to Process Customer's Personal Data with a mechanism to obtain notice of that update, except in case of emergency. Customer may reasonably object to DS's use of a new Sub- Processor if (i) such new Sub-Processor Processes Customer's Personal data, (ii) Customer demonstrates it has a legitimate interest, and notifies DS in writing, within fifteen (15) days after receipt of the notification, it being specified that in the absence of an objection from Customer, the Sub-Processor is deemed to be accepted by Customer. If Customer notifies its objection related to the new Sub- Processor within the above timeframe, Customer may terminate the DS Offering impacted by this change of Sub- Processor before the end of the notice period of fifteen (15) days after receipt of the notification;
- upon termination or expiration of the Agreement, delete or return all Customer's Personal Data to Customer, at Customer's choice, and delete all existing copies, in accordance with the terms and timelines of such Agreement, except where applicable law requires retention of such Customer's Personal Data or where such Customer's

**15. Miscellaneous**

**15.1 Purchase Orders.** Customer's purchasing terms and conditions shall not in any way supersede, supplement or otherwise modify the terms of this Agreement.

**15.2 Notices.** Unless otherwise specified in this Agreement, all notices required hereunder shall be in writing, in English or in German, and shall be deemed to have been given on: (i) the date delivered in person or by express courier service, (ii) three (3) days after sending the notice if sent by certified or registered mail, or (iii) the date sent by confirmed facsimile, addressed to the parties at their address in the Transaction Documents, or at such other address as either party may designate to the other by notice served as hereby required, or contained in the relevant order form. For Online Services, notices may also be delivered by DS by email and deemed to have been given twenty-four (24) hours after the time such email is sent to Customer. For DS Offerings ordered on the DS web store, notices shall be delivered pursuant to the process defined on such DS web store.

**15.3 Force Majeure.** Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from (i) a case of force majeure as defined by the law governing this Agreement and the courts in such jurisdiction, or (ii) the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.), or any electrical, utility or telecommunication outages.

**15.4 Third Party Hosting.** Customer is authorized to install and use the Licensed Programs remotely on computers operated by a well-established, reputable third party service provider, and to appoint such service provider to operate the hardware and manage the Licensed Programs solely for and on behalf of Customer; provided however, that (i) only duly authorized users shall have the right to use the Licensed Programs; (ii) Customer shall enter into a written agreement with such service provider under which the service provider agrees that its access to the Licensed Programs is solely for the purpose of providing the services mentioned above to Customer and is otherwise subject to all of the restrictions and limitations contained in this Agreement; and (iii) such service provider is not part of a group of companies which provides products or services competing with DS Offerings. Customer acknowledges and agrees that the service provider shall be deemed an agent of Customer. If Customer becomes aware of any actual or suspected unauthorized access, use or disclosure of the Licensed Programs, Customer shall immediately terminate the service provider's access to the Licensed Programs. Customer shall defend and indemnify DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees), which arises out of or in any way relates to any such service provider's access to or use of the Licensed Programs.

**15.5 Severability.** If any provision of this Agreement or of any Affiliate Participation Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect, and the affected provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

**15.6 Transfer, Assignment & Subcontract.** Any subcontract, assignment, delegation, or other transfer (including without limitation, by way of merger, acquisition, divestiture, or change of control or contribution in kind) of this Agreement or of any Affiliate Participation Agreement, or any of Customer's rights, duties, benefits or obligations hereunder or under any Affiliate Participation Agreement is subject to DS's prior written approval.



Any attempt to do so without such consent is void. Any approved transfer of licenses may be subject to an adjustment charge. This Agreement shall be binding upon, and inure to the benefit of DS and its successors and assigns.

**15.7 Amendments & Non-Waiver.** No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement or of any Affiliate Participation Agreement shall be binding unless made by written amendment signed by both parties. A party's failure at any time to require performance of any provision hereof or of any Affiliate Participation Agreement shall in no manner affect its right at a later time to enforce that or any other provision.

**15.8 Entire Agreement; Order of Precedence.** This Agreement comprises the complete agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders and communications, whether oral or written. If there is a discrepancy, inconsistency or contradiction between any OST and these General Terms, the provisions of the corresponding OST shall prevail, but solely with respect to those DS Offerings described in such OST. Any future OST will not, on an overall basis, with respect to any DS Offerings obtained by Customer under this Agreement, result in a material increase in the Customer's liabilities and obligations under these General Terms, or a material decrease in DS's liabilities or obligations under these General Terms. Customer confirms that it (i) has full knowledge of all terms herein and those incorporated herein by reference, (ii) agrees to be bound by and to comply with such terms, and (iii) in entering into this Agreement and/or any Affiliate Participation Agreement, has not relied upon the future availability of functionality or product updates with respect to any DS Offering. The terms of this Agreement shall have no force or effect with respect to any claim based on the use of any intellectual property rights of DS outside the scope of the rights expressly granted and/or provided herein.

**15.9 Language.** This Agreement is provided in English and may be provided, for informational purposes only, in a language other than English. The English version shall be the only binding and enforceable version of this Agreement.

**15.10 Headers.** Headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

**15.11** DS may assign, delegate, subcontract or otherwise transfer any of its rights or obligations hereunder, in whole or in part, without Customer's consent.

**15.12 Survival.** The following sections of these General Terms shall survive termination or expiration thereof: Sections 1, 2.2, 4.3, 5, 6.2, 7, 8, 9.4, 10.1, 10.2, 10.4, 11, 12, 13, 14 and 15 and terms identified as surviving in any Affiliate Participation Agreement.

**15.13 Governing law and jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Germany. The courts of Munich shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of this Agreement. Customer acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, DS's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

**15.14 Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

Enclosure: Appendix #1 (Special Terms)  
Appendix #2 (Commercial Terms for SIMULIA SIMPACK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives in two (2) original counterparts

**J.M. VOITH SE & CO. KG VTA**

Name of signatory: *Frank Mayer Achim Gerlach*

Title:

Date: *2019-12-17*

Signature: *[Handwritten Signature]*

**DASSAULT SYSTEMES DEUTSCHLAND GmbH**

Name of signatory: *Dr. Christian Spatz*

Title: *CFO Evo Central*

Date: *19.12.2019*

Signature: *Christian Spatz*



## APPENDIX #1 – SPECIAL TERMS

This Appendix #1 to the Master Customer License and Online Services Agreement 2019-16356 (the "MCLOSA") is entered into force as of the effective date of the MCLOSA (the "Effective Date of Appendix #1") between DS and First Customer. DS and First Customer shall be referred individually as the "Party" and collectively as the "Parties".

### WHEREAS

- A. The Parties agreed to modify and/or supplement certain sections of the MCLOSA by amending the MCLOSA pursuant to this Appendix #1.
- B. In the event of discrepancy, inconsistency or contradiction between any condition of this Appendix #1 and the conditions contained in the MCLOSA, the conditions of this Appendix #1 shall prevail.

NOW, THEREFORE, the Parties hereto agree to amend the MCLOSA as follows:

### A. CHANGES TO THE TERMS AND CONDITIONS OF THE MCLOSA

#### 1. Changes to Changes to Section 4 of the MCLOSA („Delivery and Payment“)

1.1 The Parties agree to replace 2<sup>nd</sup> sentence of the subsection 4.3.2 ("Payment Terms") beginning with "Unless otherwise agreed to ...." and ending with "...from the invoice." as follows:

*"Unless otherwise agreed to in writing by DS, (i) all charges will be invoiced upfront, and (ii) Customer shall pay all invoices by wire transfer within sixty (60) days from the date of invoice. DS shall be entitled to suspend the provision of Support Services or Online Services for which related payment has not been made."*

### B. TERM OF THE APPENDIX #1

The present Appendix#1 comes into force on the Effective Date of Appendix #1, as above specified, and will continue for the term of the MCLOSA. Therefore, the present Appendix#1 shall expire or terminate concurrently with the MCLOSA.

### C. GENERAL PROVISIONS

This Appendix#1 together with the MCLOSA, constitute the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly modified, cancelled and/or supplemented by this Appendix#1, all terms and conditions of the MCLOSA shall remain in full force and effect.

END OF APPENDIX #1

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives in two (2) original counterparts.

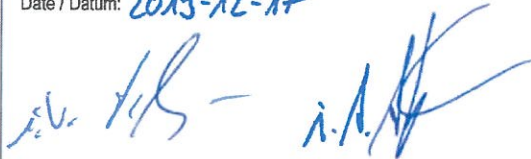
J.M. VOITH SE & CO.KG VTA

Name of signatory / Name des Unterzeichners:

Frank Mayer Achim Gertlach

Title / Titel:

Date / Datum: 2019-12-17



DASSAULT SYSTEMES DEUTSCHLAND GMBH

Name of signatory / Name des Unterzeichners:

Dr. Christian Spetz

Title / Titel: CFO Evo Central

Date / Datum: 19/12/2019



## APPENDIX #2 – COMMERCIAL TERMS FOR SIMULIA SIMPACK

This Appendix #2 to the "MCLOSA" or "Agreement" is entered into force as of the 6<sup>th</sup> of November 2019 ("Appendix #2 Effective Date") between DS and First Customer. DS and First Customer shall be referred individually as the "Party" and collectively as the "Parties".

### WHEREAS

- A. The Parties agreed to modify and/or supplement certain sections of the MCLOSA and the Parties therefore amend the Agreement pursuant to this Appendix #2.
- B. This Appendix #2 to the Agreement sets forth special terms and conditions which supplement and/or modify the General Terms of the Agreement for licenses on DS Offerings being ordered on or after the Appendix #2 Effective Date.
- C. In the event of discrepancy, inconsistency or contradiction between any condition of this Appendix #2 and the conditions contained in the Agreement, the conditions of this Appendix #2 shall prevail.

NOW, THEREFORE, the Parties hereto agree to amend the MCLOSA as follows:

### 2. DEFINITIONS

ALL THE TERMS WITH A CAPITAL INITIAL, UNLESS DEFINED OR MODIFIED HEREIN, SHALL HAVE THE MEANING SETS FORTH IN SECTION 1 "DEFINITION" OF THE GENERAL TERMS OF THE MASTER LICENSE AGREEMENT OR IN THE OST.

For the purpose of this Appendix #2 the following definitions shall supplement and / or replace the definitions in the Section 1, "Definitions" of the Agreement and in the applicable OST.

**First Customer's Locations** shall mean the First Customer's locations is Germany as listed in EXHIBIT A.

**Germany Simulia Simpack WAN Use** shall mean, when mentioned in a Transaction Document and with regards to a given Licensed Program defined in Section 2 of the Appendix #2 "Scope" and only in case such Licensed Program is commercially available with a Wide Area Network (WAN) option, that such Licensed Program may be accessed and executed (i) by Users whose usual workplace is at any facilities of First Customer's Locations, and (ii) on Machines that are networked with the SIMULIA SIMPACK WAN License Server for which the corresponding license keys have been authenticated.

**Germany SIMULIA SIMPACK WAN License Server** shall mean the Machine in a secured network (i) located in First Customer's premises, under its sole control any doubt, license keys related to any other DS Offering or geographical scope or not related to licenses for Germany Simulia Simpack WAN Use shall not be installed on such Germany SIMULIA SIMPACK WAN Use License Server.

Defined terms hereunder can be used in a singular or plural form.

### 3. SCOPE

This Appendix #2 is only applicable for the following Brands/Portfolio of Licensed Programs in DS portfolio commercially available at the time of purchase, unless specified otherwise in the applicable Section:

- o SIMULIA Simpack

### 4. LICENSE GRANT

The Parties agree to supplement the provisions of sub-section 2.1 "Grant" of Section 2 – "License and Use Rights" of the General Terms of the Agreement, by the addition of the following provisions:

#### **License Grant for Germany Simulia Simpack WAN Use**

Notwithstanding any provisions to the contrary contained in the General Terms of the Agreement and/or the applicable OST, DS hereby allows First Customer to give access to the Licensed Programs authorized for Germany Simulia Simpack WAN Use, to Users for use on Machine(s) both located in Germany at First Customer's Locations, through an access to the specific Germany SIMULIA SIMPACK WAN License Server as the case may be, for the exclusive internal needs of the First Customer.

### 5. TERM OF THE APPENDIX #1

The present Appendix #2 comes into force on the Appendix #2 Effective Date, as above specified, and will continue for the term of the Agreement. Therefore, the present Appendix #2 shall automatically expire on 31<sup>st</sup> of December 2022 without requiring a notice of termination, unless terminated earlier in accordance with the provisions of the Agreement.

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6. **GENERAL PROVISIONS**

This Appendix #2, including its attached Exhibits, together with the MCLOSA, constitute the entire agreement between the Parties with respect to the subject matter hereof. Except as expressly modified, cancelled and/or supplemented by this Appendix#2, all terms and conditions of the MCLOSA shall remain in full force and effect.

Enclosures: Exhibit A: First Customer's Locations

END OF APPENDIX #2

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives in two (2) original counterparts.

J.M. VOITH SE & CO.KG VTA

Name of signatory / Name des Unterzeichners:

Frank Mayer Achim Gerlach

Title / Titel:

Date / Datum: 2019-12-17



DASSAULT SYSTEMES DEUTSCHLAND GMBH

Name of signatory / Name des Unterzeichners:

Dr. Christian Spill

Title / Titel: CFO Euro Central

Date / Datum: 19/12/2019



Exhibit A TO APPENDIX 2: First Customer's Locations

First Customer will inform DS immediately in writing about any changes of their locations listed hereunder.

First Customer's Locations Addresses
J.M. Voith SE & Co. KG VTA Uferstraße 80, 24106 Kiel, Germany
J.M. VOITH SE & CO. KG VTA Alexanderstrasse 2, 89522 Heidenheim, Germany
J.M. VOITH SE & CO. KG VTA Voithstrasse 174564 Crailsheim, Germany