

GLOSSARY – RELEASE 2

Agreement means the license agreement between Licensee and DS, including terms incorporated therein by written reference (including terms referenced on a website), pursuant to which Licensee places orders for licenses of Licensed Programs.

Anniversary Date of the License means the anniversary date of (i) the date which DS or VAR, as applicable, has chosen pursuant to the Agreement, or, absent such choice (ii) the corresponding Effective Date of the License.

Binary Model Export Option means an option of the Licensed Program that will allow Licensee to generate Binary Output Files.

Binary Output File means output generated by the Binary Model Export Option in the form of an application which may operate independently from any other application and based on the Licensee Model. A Binary Output File (i) contains Value Added Technology and (ii) has a structure dictated by Value Added Technology integrated in the Licensed Program.

Configuration means a standard set of Licensed Programs which are bundled together. Licensed Programs within such Configuration may be operated only together, and may not be operated separately.

Country Specific Terms means a set of terms of the Agreement, specific to a geographical territory.

Derivative Work means work that Licensee has derived from a Licensed Program including Value Added Technology (including without limitation by incorporating, translating, or modifying, in whole or in part, any such Licensed Program), and which, if made without DS's authorization, would constitute copyright infringement. For the avoidance of doubt, (i) a library incorporating in whole or in part one or more libraries provided with a Licensed Program shall be considered as a Derivative Work of said one or more libraries but (ii) a Licensee Model merely referencing Value Added Technology is not considered as a Derivative Work.

Designated Country means the country where the Designated Machine or License Server is located as identified in the Quote.

Designated Machine means a server or workstation designated by Licensee to execute a Licensed Program associated with a unique database instance.

Development Tool Kit means a Licensed Program specifically designed for application or content development. A Development Tool Kit is either identified with "CAA" or "ENOVIA Studio" in the Licensed Program reference, or as a development tool kit in the Product Portfolio available at <http://www.3ds.com/terms/product-portfolio>.

Documentation means, at any time, the current user documentation in any form or media as delivered together with the Licensed Program by DS for use in connection with such Licensed Program.

DS (or Company) means the DS Group Company which is identified as a party to the Agreement.

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

Effective Date of the License means, for any license for a Licensed Program, the latest of the following (i) the date on which such Licensed Program is shipped or made available electronically to VAR or Licensee by DS or, if applicable (ii) the date on which Licensee or VAR is informed by DS that the associated license key can be requested or is available.

Error (or Defect) means a material malfunction in the performance of a Licensed Program, as performance is described in its Documentation, and which is reported in accordance with the applicable support policy and reproducible by DS.

Extended Enterprise User means an individual employee of Licensee's supplier(s), customer(s) and/or majority owned affiliate(s), i.e. legal entity(ies) in which Licensee directly owns more than fifty per cent (50%) of the capital stock or shares entitled to vote for the election of directors.

License Server means the Machine for which license keys are authenticated, and from which tokens shall be available to other Machines, if applicable.

Licensed Program means (i) any data processing program, whether a Product or a Configuration, for which a license is ordered by and provided to Licensee pursuant to a Quote, consisting of a series of instructions or databases in machine readable form, (ii) associated Documentation, (iii) corrective patch(es) and (iv) Release(s) to which

Licensee is entitled to the extent it has paid the applicable fees. 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.

Licensee means the legal entity who is party to the Agreement.

Licensee Application means a software program in Object Code format that Licensee has created and which integrates, in whole or in part, Value Added Technology, a Source Code Output File and/or a Binary Output File.

Licensee Model means the model used as input in the Licensed Program and whose purpose is to model, simulate and/or control systems.

LPT (or Licensed Programs Terms) are a set of terms of the Agreement, specific to a Release of a Licensed Program, at <http://www.3ds.com/terms/lpt>.

Machine means computer equipment i) belonging to Licensee or under its sole control or supervision, ii) located on Licensee's premises (provided when applicable that employees of Licensee may occasionally use laptop computers outside Licensee's premises) and iii) on which a Licensed Program is executed.

Maintenance Delivery means a periodic delivery of a Licensed Program which mainly includes the correction of Error(s) for a given Release, if and when made generally available to the market.

Master Site means the single site designated by Licensee, which may be changed by written notification to DS or VAR as applicable, through which all deliveries and Support Service will be provided.

Modelica Library means a model library of reusable component(s) for the modeling of physical and/or technical system(s) largely but not exclusively written in any version of the Modelica language i.e. the language as defined by the language specification of the Modelica Association.

Obfuscated Source Code means a version of the Source Code generated by the Real Time Simulation Option preventing usual viewing and understanding by a qualified programmer of the said Source Code.

Object Code means computer-programming code, substantially or entirely in binary form, which is directly executable by a computer.

Ordering Document means the order placed by Licensee with DS or VAR, as applicable, as accepted by DS.

Product means a set of functionalities. Some Products may operate only provided one or more other pre-requisite Products are licensed simultaneously with such Products, as set forth in the Product Portfolio.

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

Quote means a commercial proposal containing a quote for Licensed Program(s) made to Licensee either by DS, or by VAR (in which case only with respect to Licensed Program identification, quantities thereof, and geographical scope of the license), as applicable.

Real Time Simulation Option means an option of the Licensed Program that will allow Licensee to generate Obfuscated Source Code for the primary purpose of real-time simulation.

Release means a periodic update of the same version of a Licensed Program if and when made generally available to the market.

Shareable Product means a Licensed Program licensed in Concurrent Based or Token Based mode.

Source Code means computer-programming code and related comment(s) and procedural and/or declarative code, which is not directly executable by a computer and may be printed out or displayed in a readable form and understandable by a qualified programmer. Source Code also includes header files and other human-readable files necessary for a Licensee Application to be compiled.

Source Code Generation Option means an option of the Licensed Program that will allow the Licensee to process the Licensee Model through value added processing and to generate a Source Code Output File based on said Licensee Model.

Source Code Output File means output generated in the form of Source Code by the Source Code Generation option and based on the Licensee Model. A Source Code Output File (i) contains Value Added Technology and (ii) has a structure dictated by the Value Added Technology integrated in the Licensed Program.

Specific Terms for Third Party Software means the specific terms relating to certain third party software components or products not developed by or for a DS Group Company and licensed to Licensee to be used in connection with or within a Licensed Program and published at <http://www.3ds.com/terms/third-party-terms>.

Support Services means the maintenance, enhancement and other support services related to a Licensed Program as described at <http://www.3ds.com/terms/support-policies>.

User means any (a) Licensee's employee, or (b) individual employee of Licensee's consultant(s) or subcontractor(s) who accesses a Licensed Program on a Machine and works for the exclusive internal needs of Licensee.

Value Added Technology means any portion or file of the Licensed Program, in any form or format that may be provided therewith, or any method used during the processing of the Licensee Model by the Licensed Program, which is integrated in the Source Code Output File, the Binary Output File and/or the Licensee Application. Without limitation, libraries (including Modelica Libraries and their templates) of DS or its licensors and know-how or trade secrets of DS included in the Licensed Program shall be deemed Value Added Technology. For purpose of clarity, the method used by the Licensed Program to handle equations during Source Code Output File and Binary Output File generation shall be deemed to be DS's know-how and trade-secret.

VAR means an authorized distributor identified in the Quote submitted to Licensee for a Licensed Program.

PRICING STRUCTURES

Annual License Charge (or ALC)

The Annual License Charge is a yearly charge. For the first year of each license of each Licensed Program, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a Licensed Program entitles Licensee to i) Support Service for the Licensed Program for one (1) year and ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such Licensed Program made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the Licensed Program delivered to Licensee. The applicable price for the ALC for any given year is the price of the previous year plus the last percentage of increase applicable to the license of a Licensed Program in a given country, as published at <http://www.3ds.com/terms/price>, at least ninety (90) days before renewal date, or VAR's price list as applicable. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the ALC according to the applicable price index since the date of the last price increase published by DS at <http://www.3ds.com/terms/price> for the related Licensed Program.

Primary License Charge (or PLC)

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

Quarterly License Charge (or QLC)

The Quarterly License Charge for a Licensed Program is the charge applicable to i) use the Release(s) of such Licensed Program made available by DS, and ii) access Support Service for the Licensed Program, for a three (3) months period (subject to the conditions set forth in the Agreement).

Term Based License (or TBL)

The Term Based License charge is the primary charge applicable for each license of each Licensed Program ordered under the Term Based License pricing structure. The TBL is a one-time, non-refundable charge. Payment of the TBL for a Licensed Program provides Licensee with a license for a period as described in the Product Portfolio and set forth in the Quote (subject to the conditions set forth in the applicable LPT and in the Agreement) to use the Release of such Licensed Program made available by DS on the Effective Date of the License. "TBLx" is a TBL for a period of "x" years. As an example, "TBL2" is a TBL for a period of two (2) years.

Yearly License Charge (or YLC)

The Yearly License Charge for a Licensed Program is the charge for i) a one (1) year license (subject to the conditions set forth in the Agreement) to use the Release(s) of such Licensed Program made available by DS during such year, and ii) Support Service for the Licensed Program for one (1) year. Licensee is deemed to have accepted to renew any license for one (1) year and to pay YLC at the then applicable price, if Licensee continues use of such license(s) after the Anniversary Date of the License. The applicable price for the YLC for any given year is the price of the previous year plus the last percentage of increase applicable to the license of a Licensed Program in a given country, as published at <http://www.3ds.com/terms/price>, at least nineteen (90) days before renewal date, or VAR's price list as applicable. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the YLC according to the applicable price index since the date of the last price increase published by DS at <http://www.3ds.com/terms/price> for the related Licensed Program.

LICENSING SCHEMES

Add-on Product

A Licensed Program licensed as an Add-on Product is licensed to be bundled with another Configuration or Concurrent Based Licensed Program. The Add-on Product may be operated only with such other Configuration or Concurrent Based Licensed Program, and may not be operated separately.

Concurrent (floating) Based

Use of a Concurrent Licensed Program is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, if applicable.

Machine Based

Use of a Licensed Program in Machine Based mode (also called "node-lock") is authorized on the number of Machines for which the Licensed Program has been ordered.

Named User Based

Use of a Licensed Program in Named User Based mode is authorized for a maximum number of Named Users and/or Extended Enterprise Named Users, if applicable. Name User and Extended Enterprise Named User shall mean, respectively, a User and an Extended Enterprise User who are a single individual authorized by Licensee to whom the licenses have been granted under the Agreement, with a unique username and password to use the Licensed Program(s), accessed from a single User Machine at any given time. Notwithstanding the foregoing restriction, if so authorized in the licensing features specified in the Product Portfolio, certain Licensed Program(s) used in Named User and/or Extended Enterprise 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 license(s). For the purpose of clarification, (i) Named User or Extended Enterprise Named User shall never be interpreted to mean a corporation, partnership, non-incorporated entity, or any other type of organization or group of individuals as a whole, (ii) Licensee shall not use automated program(s) or "user agent" program(s) or utility(ies) to be used on behalf of multiple users to circumvent the purchase of Named User or Extended Enterprise Named User license(s) and (iii) Named User(s) and Extended Enterprise Named User(s) shall not share or use the same username and password.

Licensee may replace Named User(s) or Extended Enterprise Named User(s) if applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the Licensed Program does not exceed the maximum number of licenses of the applicable Licensed Program(s) held by Licensee at such time.

At DS' request, Licensee shall provide DS with a document signed by Licensee's authorized representative listing (i) the number of Named Users, Extended Enterprise Named Users, if applicable, and license(s) of the Licensed Program(s), and (ii) the location(s) and type(s) of the systems on which it operates or has installed the Licensed Program(s). DS may provide Licensee with one or more utilities, either included within the Licensed Program(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Licensee. In such case, Licensee 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 Licensed Program(s) usage. Licensee is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

System License

System License means a license to use certain Licensed Program(s) for a specific database instance and/or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User Based licenses of identified prerequisite Licensed Program(s) may be required in order to access a System License. If the name of the Licensed Program includes a specific reference to "Departmental Site License", authorized use of the System License for such Licensed Program shall be limited within a particular department of Licensee at a particular office, building or physical location, which shall be identified in the order issued by Licensee pursuant to a Quote and accepted by Company.

Token Based

Certain Licensed Program(s) contain a token based network license management system that regulates authorized use of the Licensed Program(s). 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 may be determined by the type of computation being performed and the number of computer processing units or cores used in running the computation job, as described in the Product Portfolio. The required number of tokens may be changed for new or renewed license(s) and with modifications of the covered Licensed Program(s). The use of Token Based license(s) may be subject to additional or different terms and conditions described in the Product Portfolio.