

DASSAULT SYSTEMES

GLOSSARY – RELEASE 5

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

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 (i) "CAA" or "ENOVIA Studio" or "Development Toolkit" in the Licensed Program, or (ii) in the Quote and/or the 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 employee of Licensee's 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), supplier(s) and/or customer(s) authorized to use Licensee's Licensed Program for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Licensee. The use of the Licensed Program by any such Extended Enterprise User(s) (1) shall be solely limited to use (a) as configured and deployed by Licensee and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Licensee, 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 Licensed Program. Extended Enterprise Users are authorized if so specified in the Product Portfolio if available.

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.

Machine means a device on which a Licensed Program is executed and which is either (1) (i) (a) belonging to Licensee or under its sole control or supervision and (b) located on Licensee's premises (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Licensee's premises) or (ii) authorized by Licensee according to its own information technology charter or equivalent whereby third party devices (such as Users own devices) are specifically authorized, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Licensee.

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 published 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.

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

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 or Third Party Terms means the specific terms relating to certain third party components not developed or created 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 published at <http://www.3ds.com/terms/support-policies>.

Teleworking means any program authorized by and for the benefit of Licensee to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Licensee entitled to Academic Use of the Licensed Programs for its Users). Any use of Licensed Programs while Teleworking is authorized if all of the following conditions are at all times met: (a) Licensee's employees do so on Machine(s) connected to Licensee's network (e.g. via Virtual Private Network), (b) Licensee is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Licensee's employees use the Licensed Programs for Licensee's exclusive internal needs. Same use is authorized for Users of a Licensee entitled to Academic Use of the Licensed Programs.

User means any (a) Licensee's employee, or (b) employee of Licensee's consultant(s) or subcontractor(s) (i) who accesses a Licensed Program, (ii) who works for the exclusive internal needs of Licensee and (iii) whose usual workplace is located within Licensee's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Licensee's employee may also work according to Teleworking conditions. For Academic Use of Licensed Program, **User** means (i) any individual who works for Licensee and is dedicated either to education or research or (ii) any individual regularly enrolled as a *bona fide* student in Licensee's academic program.

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

ALC means Annual License Charge which 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 Services 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,. 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.

PLC means Primary License Charge applicable to each license of a Licensed Program ordered under the PLC/ALC pricing structure. The PLC is a one- time and 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.

QLC means the Quarterly License Charge for use of a Licensed Program, subject to the conditions set forth in the Agreement. Payment of the QLC for a Licensed Program entitles the Licensee to (i) a three (3) months license to use the Release of a Licensed Program and its subsequent Release(s), if any, as made available by DS during such quarter, in lieu of the license(s) on the previous Release(s) of such Licensed Program, and (ii) Support Services for the Licensed Program for such three (3) months period. QLC is not automatically renewable. Termination of Support Services is not permitted without terminating the license of the Licensed Program.

TBL means Term Based License charge applicable to each license of a Licensed Program ordered under the TBL/ALC pricing structure. The TBL is a one-time and 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 in the Quote (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. "TBLx" is a TBL for a period of "x" years. As an example, "TBL2" is a TBL for a period of two (2) years. TBL is not automatically renewable.

YLC means the Yearly License Charge for use of a Licensed Program subject to the conditions set forth in the Agreement. Payment of the YLC for a Licensed Program entitles Licensee to (i) a one (1) year license to use the Release of a Licensed Program and its subsequent Release(s), if any, as made available by DS during such year, in lieu of the license(s) on the previous Release(s) of such Licensed Program, and (ii) Support Services for the Licensed Program for one (1) year. 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 use 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,. 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. Termination of Support Services is not permitted without terminating the license of the Licensed Program.

LICENSING SCHEMES

Add-on. When the use of a Licensed Program is granted as an Add-on, such Add-on has to be used as bundled with another Configuration or Concurrent Based Licensed Program. The Add-on shall not be operated separately.

Casual Named User Based means, when mentioned in a Quote and with respect to a given Licensed Program, that the use of such Licensed Program by a Named User shall not exceed forty (40) hours per calendar month unless otherwise stated in the Quote and/or the Product Portfolio if available.

Concurrent (or floating) Based. Use of a Licensed Program in Concurrent Based mode is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, as applicable.

Credit Based. Use of a Licensed Program granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the Licensed Program. Credits are for a one-time use (consumable and not reusable) and not refundable. As the number of credits is specified on a yearly basis, the number of credits is pro-rated according to the term of the Licensed Program. For terms of one (1) year or less, all credits are issued at the beginning of the term and unused credits expire at the end of the term. For terms longer than one (1) year, credits are issued per year and unused credits expire at the end of the given year period; for any incomplete year period, the number of issued credits is pro-rated and unused credits expire at the end of the given incomplete year period. The quantity of credits required for a given use of the Licensed Program is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Licensed Program. Pool of credit(s) of same type can be accessed simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable, within the limit of the number of remaining available credits. Credits of given type(s) may be required to enable use of other Licensed Programs.

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

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

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

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, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain Licensed Programs 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. Licensee shall not use any automated program or "user agent" program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Licensee shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Licensee 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 Licensed Program does not exceed the maximum number of rights granted to Licensee for such Licensed Program. Upon DS' request, Licensee 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 the Licensed Program, and (iii) the locations and types of the systems on which Licensed Program operate or Licensee has installed the Licensed Program(s) as applicable). 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 means a right to use certain Licensed Program(s) for a specific database instance /or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User (or Extended Enterprise Named User's, as applicable) rights to use certain identified Licensed Program may be required in order to granted a System License. If the name of the Licensed Program includes a specific reference to "Departmental Site License", such Licensed Program shall be used only within a particular department of Licensee at a particular office, building or physical location, which shall be identified in the Transaction Document.

Licensee may be requested to order certain Licensed Program rights to use, to be granted a System License.

Token Based. Use of a Licensed Program granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the Licensed Program is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Licensed Program. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other Licensed Program.