Licensed Program Specifications (LPS)

EXALEAD® V6R2013

A list of all EXALEAD V6R2013 Licensed Programs is available in the Product Portfolio on Dassault Systèmes website:

www.3ds.com/terms/product-portfolio

Hardware &Software Requirements

Hardware and software information for EXALEAD V6R2013 Licensed Programs is available on the following website:
http://media.3ds.com/support/progdir/

From the above link, navigate to the applicable V6 Program Directory that corresponds to the release on which you are installing EXALEAD V6R2013.

Licensed Program Materials Availability

- Restricted materials - No. This Licensed Program is available without source licensed program materials. It is available in object code only.

Supplemental Terms

Terms that are initially capitalized below are defined in the Glossary - Release 1, available at www.3ds.com/terms/glossary. These terms may be supplemented, as necessary, by other initially capitalized terms which are directly defined in this LPS.

Licensing Schemes & Geographic Scope

Each Licensed Program to which this LPS applies, whatever the licensing scheme according to which each it is licensed, shall be used by the Licensee for one specific "CloudView Instance" only. A "CloudView Instance" means a virtual document storage built on top of one or more physical indexes ("Physical Indexes") sharing a common data model. CloudView Instance usage, including both indexed and accessed documents, is counted and limited by a centralized license server tied to its hardware configuration (node-locked). A Physical Index represents a part of the indexed content. A Physical Index can be split over several servers in the given environment ("Environment"). An Environment is comprised of a group of servers forming a single computational network through which a CloudView Instance is built and accessed. An Environment is constituted of one server acting as the coordinator and an unlimited number of slave servers.

The licenses on the Licensed Programs to which this LPS applies are granted pursuant to the Agreement, and according to the following licensing schemes (specifying the authorized use and the authorized users), as specified in the Product Portfolio, the terms of which are incorporated herein by reference:

> ➢ System License
> ➢ Token Based
> ➢ Named User Based

System License:
For the purpose of and within the scope of this LPS, all definitions of "System License" provided for in the above referenced Glossary - Release 1, are cancelled and replaced by the following definition:

A System License means a license to use certain Licensed Program(s) for a specific CloudView Instance. A minimum number of Named User Based licenses or Token Based licenses for Query Calls may also be required in order to operate a System License.

Token Based licenses:
There are two different types of Token Based license, as specified in the Product Portfolio and as defined hereinafter:

Token Based license for Document: A Token Based license for Document grants the Licensee the right to index a limited number of Documents, as indicated in the Product Portfolio, according to their different types (Log, External Document, Internal Document or Business Item) as defined below.

A **Log** is a structured record logging a single event in a system with no rich attribute.
Example: an HTTP server log line, a single SAP transaction, a single line of a purchase receipt, an email (excluding attachments).

An **External Document** is an unstructured document crawled from websites which do not belong to the Licensee.
Example: an HTML web page, a PDF document crawled from websites not belonging to the Licensee.

An **Internal Document** is an unstructured document that was created by the Licensee.
Example: an internal wiki page, a page of an internal knowledge base portal (even if retrieved using the web crawler), an office document

A **Business Item** is a business document, work product or commodity that is used in business operations.
Example:
- An article in ERP with quantities, price, sourcing
- A customer record in CRM with inventory, contracts
- A manufactured product, processed or sold by the company: part, assembly with requirements, material, weight…

Token Based license for Query Calls: A Token Based license for Query Calls grants the Licensee the right to allow End-Users to a query capacity (a limited number of queries for a given period) of a specific type of Query Calls (Find Query Calls or Publish Query Calls as defined below) to a CloudView Instance.

An **End-User** is an individual (not necessarily a Licensee's employee or agent) that may be authorized to use services provided by a CloudView Instance if Licensee has ordered the Token-Based Licenses for Find Query Calls or Publish Query Calls.

A **Query Call** is a single search for information using the Licensed Program.

A **Find Query Call** is a Query Call sent by an End-User to a CloudView Instance in order to locate Documents and retrieve search results as a list of Document pointers with a short extract or summary and the associated navigation facets.

A **Publish Query Call** is a Query Call sent by an End-User to a CloudView Instance in order to retrieve all information available in the index on a topic for composing a coherent and exhaustive presentation without having to open the Document.

Named User Based licenses:
As specified in the Product Portfolio, a Named User Based license is either for Find User, Publish User or Decide User as defined hereinafter:

Find User is a Named User that uses the Licensed Program to locate a Document from a simple search form and to retrieve search results as a list

of Document pointers with a short extract or summary and the associated navigation facets.

Publish User is a Named User that uses the Licensed Program to retrieve a set of Documents matching a search query and any number of cascaded queries executed after the initial query, using the Documents from the initial result set as part of the cascaded search queries. Documents retrieved from the initial and cascaded search queries can be accessed together with their full content without opening source Documents and navigated using associated facets.

Decide User is a Named User that uses the Licensed Program to obtain a dashboard presentation aggregating content from different sets of Documents retrieved as search results from multiple queries performed in parallel and/or in cascade.

Licenses of the Licensed Programs to which this LPS applies are granted for use only in the country for which the license is ordered. Except as otherwise provided for Licensed Programs for which remote access is allowed as specified below, Named Users whose usual workplace is located in the same country as the country where such use of the Licensed Program has been authorized, may use the Licensed Program in any other country (subject inter alia to the Export and Re-export laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

OTHER PERMITTED USES

ACCESS BY END-USERS. For certain Licensed Programs which are licensed under the Token Based license for Query Calls, as identified in the Product Portfolio, and subject to all terms and conditions of the Agreement and this LPS, Licensee is authorized to allow End-Users to send Query Calls to a CloudView Instance. Except the limited authorized use explicitly granted under this LPS to the Licensee in relation to the End-Users, no other express or implied right or license is granted hereunder to End-Users.

Licensee shall indemnify, defend and hold harmless DS against any claim, expense, judgment, damage, or loss (including reasonable attorneys' fees) which arises out of or in any way relates to Licensee's use of the Licensed Programs by and/or with End-Users.

PRODUCTION AND NON PRODUCTION INSTANCE
For each Production Instance, the Licensee can be granted, upon request, the right to install up to two additional Non-Production Instances, as defined below.

A **Production Instance** is a CloudView Instance used for the actual processing and/or throughput of data, including redundancy, as opposed to "Non-Production Instance".

A **Non-Production Instance** is a CloudView Instance dedicated to development, testing, pre-production, quality assurance or backup, as opposed to "Production Instance".

REMOTE ACCESS. If so specified in the Product Portfolio, 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 provision of the general terms of the Agreement).

EXTENDED ENTERPRISE USERS. For certain Licensed Programs as identified in the Product Portfolio and subject to all terms and conditions of the Agreement and this LPS, Licensee is authorized to give access to its licenses of such Licensed Programs to Extended Enterprise Users for the sole and exclusive purpose of enabling the Extended Enterprise User to conduct business with Licensee, *provided that* use of the Licensed Program by any such Extended Enterprise User shall be limited to use (a) solely as configured and deployed by Licensee and (b) solely in connection with the Extended Enterprise User's performance of services for and on behalf of Licensee, and not for such Extended Enterprise User's own or another's account or for the purpose of hosting, modifying, or otherwise using or maintaining the Licensed Programs.

OUTSOURCING TO A THIRD PARTY. Licensee is authorized to execute the Licensed Programs remotely on computers operated by third parties, provided that only duly authorized Users, and/or Extended Enterprise Users if applicable, shall have access to the Licensed Programs. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Programs are installed, on behalf of Licensee, only if (i) Licensee does not assign the Agreement or any licenses granted thereunder, in whole or in part, to the third party, (ii) the third party and Licensee enter into a written Agreement under which the third party agrees that its access to and use of the Licensed Programs is subject to all of the grant of license, confidentiality, restrictions, and limitations on use provisions of the Agreement, and (iii) such third party is not a competitor of any DS Group Company. Licensee acknowledges and agrees that the third party shall be deemed an agent of Licensee. If Licensee becomes aware of any actual or suspected unauthorized use or disclosure of the Licensed Programs, Licensee shall immediately terminate the third party's access to and use of the Licensed Programs. Licensee shall indemnify, defend, and hold harmless DS against any claim, expense, judgment, damage, or loss (including reasonable attorneys' fees) which arises out of or in any way relates to each third party's access to or use of the Licensed Programs.

LICENSEE'S RESPONSIBILITY. In addition to all terms and conditions of the Agreement and all other provisions of this LPS, Licensee agrees that it is responsible for ensuring that any use of the Licensed Programs by all Users, and if applicable all Named Users, End-Users and/or Extended Enterprise Users shall at all times be in compliance

with the terms and conditions of the Agreement, and any breach by Extended Enterprise Users of the terms of this Agreement shall also be deemed a breach by Licensee.

Type/Duration of Program Services (also referred to as "Support Services")

You will find all necessary information including processes, on Dassault Systèmes website :

http://www.3ds.com/terms/support-policies

Designated Machine Identification

No

Separately Licensed Code

The Licensed Programs may include open source software components. Whenever required by its license, all such open source software components are identified in the Documentation and/or notice files in the Licensed Programs themselves. Except as otherwise expressly stated, the warranty and Support Services provided by Company under the License Agreement apply to all such open source software components and shall be provided by Company and not by the original licensor, but only for the use of the Licensed Programs that is in compliance with the terms of License Agreement, and in conjunction with the Licensed Programs. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Licensee. Source code for these components is available upon request.

The following packages are Separately Licensed Code since they are not distributed and licensed under the terms of the Agreement but under the terms of their original licenses set forth in the Documentation and/or notice files in the Licensed Programs themselves.

Under the GNU Lesser General Public License v2.1:

jCIFS 1.3.3

libgsf 1.13.33

Qt 4.7-4.2

TinyMCE

Under the GNU Lesser General Public License v3:

Armadillo 0.9.4

Libpff 20090617-2.2

Reflections 0.9.5

Spnego 7.0.

Javassist

Test Period

No

Security Mechanisms

DS and its affiliated companies take all legal steps to eliminate piracy of their software products. In this context, the Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of the Licensed Programs, and collect and transmit data about those illegal copies only. Data collected will not include any Licensee data created with the Licensed Programs. By using the Licensed Programs, Licensee 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 the Licensed Programs. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use of any Licensed Programs without any required lock device or authorization key provided by DS is prohibited.

Softcopy Publications

These Licensed Programs may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the Agreement with Dassault Systèmes apply to these publications and to any copies that are made from them.

The licensed publications may be used in displayable or source form on all machines designated for these Licensed Programs. The licensed publications may also be copied and used on other machines in support of authorized use of these Licensed Programs.

To support authorized use of the Licensed Programs, printed copies of the displayable or source material may be made if the copyright notice and any other legend of ownership is reproduced on each copy or partial copy. [1]

Warranty

The Licensed Program is warranted as specified in the Agreement with Dassault Systèmes.

Licensed Program Specifications may be updated from time to time and such updates may constitute a change in specifications.

Following the discontinuance of all Program Services (Support Services), this Licensed Program will be provided "As Is" as specified in the Agreement with Dassault Systèmes.

Footnotes:
[1]

Trademarks

Company, Licensed Programs, products and services names may be trademarks or service marks of related companies.

EXALEAD, CloudView and the 3DS logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the US and/or in other countries.

References in this publication to Dassault Systèmes Products, Licensed Programs and/or Program Services (Support Services) do not imply that Dassault Systèmes intends to make these available in all countries in which Dassault Systèmes operates.

Any other documentation with respect to this Licensed Program, excluding any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

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