DASSAULT SYSTEMES
LICENSED PROGRAM SPECIFICATIONS (LPS) FOR
EXALEAD® V6 Release R2018x

Terms that are initially capitalized are defined in the Glossary - Release 2, available at www.3ds.com/terms/glossary.

1.   LIST OF LICENSED PROGRAMS

The list of the Licensed Programs to which this LPS applies is in the Product Portfolio available at http://www.3ds.com/terms/product-portfolio.

References in this LPS to Dassault Systèmes Products, Licensed Programs and/or Program Services (Support Services) do not imply that DS intends to make these available in all countries in which DS operates.
Any other documentation with respect to these Licensed Programs, excluding any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

2.   HARDWARE AND SOFTWARE REQUIREMENTS

The DS hardware certification program is available at http://www.3ds.com/support/certified-hardware/.

Hardware and software information for EXALEAD® V6 Release R2018x Licensed Programs are available at http://www.3ds.com/support/documentation/overview/.

3.   LICENSED PROGRAM MATERIALS AVAILABILITY

Restricted materials - No.
This Licensed Program is available without Source Code materials. It is available in Object Code only.

4.   SUPPLEMENTAL TERMS

4.1   GENERAL RULES

The licenses for the Licensed Programs to which this LPS applies are granted pursuant to the Agreement, and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the Product Portfolio if available, and as determined in the applicable Quote:

  ➢ Named User Based
  ➢ System License
  ➢ Token Based

Licenses for the Licensed Programs to which this LPS applies are granted for use on Machines by the Users (and Extended Enterprise Users, as applicable) only in the country for which the licenses are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Licensed Programs has been authorized, may use the Licensed Programs in any other country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days and (ii) DS may authorize, on a case-by-case basis, the use of certain Licensed Programs by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by DS as part of a given Licensed Program:
  ➢ shall solely be used together and as part of such Licensed Program and
  ➢ shall not be used standalone and/or for other purposes than the ones for which such Licensed Program has been marketed and granted to Licensee by DS.

If a patent invention is implemented in the Licensed Programs for which a right to use is granted pursuant to the Agreement, DS hereby grants Licensee a non-exclusive license on the applicable patent limited to the use of such Licensed Program.

4.2   SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

LICENSING SCHEMES FOR EXALEAD CLOUDVIEW:

The following licensing schemes are applicable to all Licensed Programs whose name contains "CloudView" or "B2B" or "B2C" as determined in the Product Portfolio:

- ➢ Named User Based (for Find Users and/or for Decide Users)
- ➢ System License
- ➢ Token Based license for Documents
- ➢ Token Based license for Query Calls (for Find Query Calls and/or for Decide Query Calls)

All EXALEAD CloudView Licensed Programs are eligible for multiple Production Instances.

LICENSING SCHEMES FOR EXALEAD ONECALL:

The following licensing schemes are applicable to all Licensed Programs whose name contains "OneCall" as determined in the Product Portfolio:

- ➢ Named User Based
- ➢ System License

The maximum number of Documents that can be indexed on an Instance of EXALEAD OneCall Licensed Program is limited to an indexing capability of two million five hundred thousand (2,500,000) tokens (as described in the "Token Based license for Document" definition).

For EXALEAD OneCall Licensed Programs whose name contains "OneCall Insights", the maximum number of Business Items (as described in the "Token Based license for Document" definition and also referred to as "clients") is mentioned in the name of such Licensed Programs.

Authorized use of EXALEAD OneCall Licensed Programs is exclusively limited to a customer relationship application, for sourcing data principally in one or several CRMs (customer relationship management systems) and secondarily in other customer data repositories. Such Licensed Programs can only be used by front-line customer service or sales representative in call centers, stores or points of sales, and/or End-Users.

LICENSING SCHEMES FOR EXALEAD ONEPART:

The following licensing schemes are applicable to all Licensed Programs whose name contains "OnePart", as determined in the Product Portfolio:

- ➢ Named User Based
- ➢ System License

For EXALEAD OnePart Licensed Programs whose name contains "OnePart Reduce", the maximum number of Business Items (as described in the "Token Based license for Document" definition and also referred to as "parts") is mentioned in the name of such Licensed Programs. At least one (1) OnePart Reduce Named User Based License is required in order to use the System License of such Licensed Program.

For all other EXALEAD OnePart System License based Licensed Programs, the maximum number of Users is ten (10), either Named Users or Extended Enterprise Named Users. Moreover, the maximum number of Documents that can be imported into an Instance of EXALEAD OnePart Licensed Program is limited to an indexing capability of two million five hundred thousand (2,500,000) tokens.

For the "EXALEAD OnePart Starter Pack" (X1P-P) Licensed Program, the limitation is six thousand (6,000) tokens. Should Licensee exceed such use, Licensee shall immediately order an EXALEAD OnePart Licensed Program license.

Authorized use of EXALEAD OnePart Licensed Programs is exclusively limited to an engineering parts discovery application, sourcing data principally in 2D/3D CAD (computer aided design) content, and secondarily in part-related textual or media documents.

5. OTHER PERMITTED USES FOR LICENSED PROGRAMS

USE FOR CERTAIN SERVICES.   Except for Development Tool Kit, Licensee is authorized to use the Licensed Programs for added-value engineering or implementation services. Added-value engineering or implementation services are services to deliver to a third party end user any deliverable generated specifically for said third party end user from use by Licensee of the Licensed Programs. In any event, Licensee may not (1) use the Licensed Programs to develop software code for (i) general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element, or (ii) any services that do not add value attributable to the intervention of specific human skills, such as, without limitation, in a data services operation or as an application service provider, or (2) install and/or operate and/or give access to the Licensed Programs on any hardware and/or software environment owned by or under control of any third party unless otherwise expressly authorized in the Agreement, or (3) represent or imply to any party that it is an authorized or certified provider of services for DS. Licensee shall indemnify and defend 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 with third party end users.

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 Users to conduct business with Licensee, provided that use of the Licensed Programs by any such Extended Enterprise User shall be limited to use (i) solely as configured and deployed by Licensee and (ii) 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 there under, 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 and defend 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 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 (if applicable) of the terms of this Agreement shall also be deemed a breach by Licensee.

EDUCATIONAL ALLOWANCE AVAILABILITY.   The standard educational allowance does not apply to the Licensed Programs to which this LPS applies.

ACCESS BY END-USERS FOR EXALEAD CLOUDVIEW.   For certain Licensed Programs which are licensed under the "Token Based license for Query Calls" licensing scheme, 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 authorized Instance(s). 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 use of the Licensed Programs by and/or with End-Users.

ACCESS BY END-USERS FOR EXALEAD ONECALL.   Licensee is authorized to allow a number of End-Users as specified in Quote, each of them identified with a unique username and password to access and use the Licensed Program EXALEAD OneCall 100 000 client users (6MP-U2C), subject to all terms and conditions of the Agreement and this LPS. 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 use of the Licensed Programs by and/or with End-Users.

NON-PRODUCTION INSTANCES.   Upon request, Licensee may install multiple Non-Production Instance(s) on dedicated Machines and can be granted additional tokens up to two hundred percent (200 %) or, for Licensed Programs whose name contains "OneCall Insights" or "OnePart Reduce", one hundred percent (100%), to be able to use these Non-Production Instance(s). This additional capacity is split between all running Non-Production Instances.

MULTIPLE PRODUCTION INSTANCES.   If so specified in this LPS and upon Licensee's request, Licensee may install multiple Production Instances.

6. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

The specific terms relating to the use of certain third party software components or products not developed by or for a DS Group Company and granted to Licensee to be used in connection with or within a Licensed Program are defined hereafter:

6.1 OPEN SOURCE SOFTWARE

The Licensed Programs may include open source software components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation of the Licensed Programs.

Moreover, some components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation of the Licensed Programs themselves. Source code for these components is available upon request.

The warranty and indemnification provided by DS under the Agreement does NOT apply to all such open source software components. Support Services provided by DS under the Agreement apply to open source software components and shall be provided by DS and not by the original licensor, but only for the use of the Licensed Programs that is in compliance with the terms of the 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.

6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

NONE

6.3 EXCLUSIONS

The Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

NONE

7. SPECIFICITIES

7.1 TYPE/DURATION OF PROGRAM SERVICES (also referred to as "SUPPORT SERVICES")

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

7.2 DESIGNATED MACHINE IDENTIFICATION

No

7.3 TEST PERIOD

No

8. 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 (including IP and MAC addresses). 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.

9. SOFTCOPY PUBLICATIONS

The Licensed Program may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the Agreement 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 this Licensed Program. The licensed publications may also be copied and used on other machines in support of authorized use of this Licensed Program.

To support authorized use of the Licensed Program, 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.

10. WARRANTY

The Licensed Programs are warranted as specified in the Agreement.

These 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.

11. ADDITIONAL DEFINITIONS

The following definitions supplement those of the Glossary - Release 2, available at www.3ds.com/terms/glossary.

Decide Query Call means a Query Call sent by an End-User to authorized Instance(s) in order to obtain an aggregated view of an exhaustive list of Documents resulting from one or more search queries.

Decide User means a Named User that uses the Licensed Program to obtain an aggregated view of an exhaustive list of Documents resulting from one or more search queries.

End-User means an individual (not necessarily a Licensee's User or Extended Enterprise User) that may be authorized to use services provided by Licensee through an authorized Instance(s).

Find Query Call means a Query Call sent by an End-User to authorized Instance(s) 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.

Find User means a Named User that uses the Licensed Program to locate a Document from a search form and to retrieve search results as a list of Document pointers with a short extract or summary and the associated navigation facets.

Instance means a deployment of Licensed Programs on one or several Machines as long as they share the same index structure (with the same data model), and for the purpose of information processing, indexing and retrieval.

Non-Production Instance means an Instance dedicated to development, testing, pre-production or quality assurance, as opposed to "Production Instance".

Production Instance means an Instance used for the actual processing and/or throughput of data, including redundancy, as opposed to "Non-Production Instance".

Query Call means a single search for information using the Licensed Program.

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).

The following definitions supersede the definitions of the Glossary - Release 2, available at www.3ds.com/terms/glossary.

System License means a license to use certain Licensed Program(s) for authorized Instance(s). 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. 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 Programs.

For the Licensed Program to which this LPS applies, there are two different types of Token Based licenses: Token Based license for Document and Token Based license for Query Calls.

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

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

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

An **Internal Document** means an unstructured document created by the Licensee.
Examples: 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** means a business document, work product or commodity used in business operations by the Licensee.
Examples:
  - *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 per month as specified in Quote) of a specific type of Query Calls to authorized Instance(s). Unused Query Calls expire at the end of the validity period and will not be subject to any refund, nor credit related to such expired Query Calls.

12. TRADEMARKS

EXALEAD CloudView, EXALEAD OneCall, EXALEAD OnePart, **3D**EXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, IFWE and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (Versailles Commercial Register # B 322 306 440), or its subsidiaries in the U.S. and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

Licensed Programs and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.