

LICENSED PROGRAMS TERMS FOR DYMOLA UP TO VERSION 7.4

Terms that are initially capitalized are defined in the Glossary - Release 1, available at www.3ds.com/terms/glossary.

These Licensed Programs Terms ("LPT") and the terms incorporated herein by reference (including terms referenced on a website), are an integral part of the license agreement between <u>DS</u> and <u>Licensee</u> ("Agreement"), which refers to this LPT. In the event of a discrepancy, inconsistency or contradiction between this LPT and the other terms of the Agreement, the provisions of this LPT shall prevail, but only with respect to the <u>Licensed Programs</u> to which this LPT applies. Licensee acknowledges that it has full knowledge of all these terms and those incorporated herein by reference.

For purposes of this LPT, all terms and conditions of the Agreement applicable to the Licensed Programs, shall apply mutatis mutandis to the <u>Value Added Technology</u>, <u>Binary Output File</u>, <u>Source Code Output File</u>, <u>Licensee Application</u> and/or any <u>Sample Code</u>.

AVAILABLE PRICING STRUCTURES

Licenses and <u>Support Service</u> on the Licensed Programs to which this applies may be ordered according to one of the following pricing structures:

- PLC/ALC, or
- YLC

Other pricing structures may be made available on a case by case basis.

LICENSING SCHEMES

The licenses on the Licensed Programs to which this LPT applies are granted pursuant to the Agreement for the following usage and authorized users:

- up to the number of <u>Users</u> for which licenses have been ordered,
- in Concurrent Based, Machine Based mode, or Add-on Product and
- only for use in the country for which the license is ordered.

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 Reexport laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

As an exception to the Agreement, as long as the corresponding license for the License Programs is valid, DS grants Licensee a non-exclusive, non transferable license to prepare Derivative Works of the Value Added Technology only. Licensee may distribute such Derivative Works of the Value Added Technology to third parties exclusively in Object Code form. In addition, Licensee is granted the right to modify, copy, and distribute those parts of the Value Added Technology expressly marked as "Sample Code," if applicable. However, Licensee shall not use, and shall not permit any third party to use, any form or part of the Value Added Technology (including without limitation, such as included in a Source Code Output File, a Binary Output File and/or Obfuscated Source Code) to develop a software program competing or intended to compete directly or indirectly with the Licensed Programs to which this LPT applies, for whatever purpose.

For the avoidance of doubt and without prejudice to the Agreement, distribution of any element of the Value Added Technology in whatever form (whether "as is" or included in a Derivative Work, <u>Licensee Model</u>, Licensee Application or Binary Output File, and/or "Sample Code"), as authorized pursuant hereto remains subject to the Export and Reexport laws and regulations provision of the Agreement.

In addition, Licensee shall indemnify, defend, and hold harmless DS against any claim, expense, cost (including reasonable attorneys' fees), judgment, damage, or loss of any kind arising out of or in any way relating to, such distribution and/or any third party's access to or use of such Value Added Technology in whatever form.

Notwithstanding any term or condition of the Agreement, DS shall have no obligation whatsoever to defend, hold harmless or indemnify Licensee against any claim arising out of or in any way relating to the distribution or redistribution, directly or indirectly, including as part of any services, of the Value Added Technology in whatever form (including, without limitation, such as included in a Licensee Model, a Binary Output File or a Licensee Application).

OTHER PERMITTED USES

USE FOR CERTAIN SERVICES. Licensee is authorized to use such Licensed Programs for added-value engineering and/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 either any, Licensee may not (A) 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 applications service provider, or (B) install and/or operate the Licensed Programs on any hardware and/or software environment owned by or under control of any third party, or (C) represent or imply to any party that it is an authorized or certified provider of services for DS. 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 with third party end users.

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.

ADDITIONAL TERMS APPLICABLE TO SOURCE CODE GENERATION OPTION.

As long as the Source Code Generation Option license is valid, DS grants Licensee a non-exclusive, non transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee's needs and bug fixing of Source Code Output File) the Value Added Technology strictly as integrated in the Source Code Output File in order to enable Users to operate the Output File exclusively for Licensee's internal use. In addition, and as long as the license on the Source Code Generation Option is valid, DS grants Licensee a non-exclusive, non transferable license to distribute on a worldwide basis to any third parties the Value Added Technology exclusively as integrated in a Licensee Application for such third party's internal use. For avoidance of doubt, the Source Code Output File may never be distributed to third parties.

ADDITIONAL TERMS APPLICABLE TO BINARY MODEL EXPORT OPTION

As long as the Binary Model Export Option license is valid, DS grants Licensee a non-exclusive, non transferable license to use and reproduce the Value Added Technology strictly as integrated in the Binary Output File in order to enable Users to operate the Binary Output File exclusively for Licensee's internal use. DS grants Licensee a non-exclusive, non transferable, license to distribute on a worldwide basis to any third parties the Value Added Technology exclusively as integrated in the Binary Output File in order to enable such third parties to operate the Binary Output File exclusively for such third parties' internal use.

ADDITIONAL TERMS APPLICABLE TO REAL TIME SIMULATION OPTION

As long as the Real Time Simulation Option license is valid, DS grants Licensee a non-exclusive, non transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee's needs and bug fixing of the Obfuscated Source Code) the Value Added Technology strictly as integrated in the Obfuscated Source Code in order to enable Users to operate the Obfuscated Source Code exclusively for Licensee's internal use. In addition, and as long as the license on the Real Time Simulation Option is valid, DS grants Licensee a non-exclusive, non transferable license to distribute on a worldwide basis to any third parties the Value Added Technology integrated in the Obfuscated Source Code exclusively as embedded in a Licensee Application for such third parties' internal use.