



LICENSED PROGRAMS TERMS FOR EXALEAD® 5.1

Terms that are initially capitalized and are not defined herein below are defined in the Glossary - Release 1, available at <http://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 [DS](#) and [Licensee](#) (“[Agreement](#)”), which refers to this LPT. In the event of 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 [Licensed Programs](#) to which this LPT applies. Licensee acknowledges that it has full knowledge of all these terms and those incorporated herein by reference.

AVAILABLE PRICING STRUCTURES

Licenses and [Support Services](#) on the Licensed Programs to which this applies may be ordered according to one of the following pricing structures:

- [PLC/ALC](#)
- [YLC](#)
- [TBL/ALC](#)

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

LICENSE & GEOGRAPHIC SCOPE

The licenses on the Licensed Programs to which this LPT applies are granted pursuant to the Agreement, and according to one of the following licensing structures (specifying the authorized use and users, subject to the maximum quantities set forth in the Ordering Document, as specified in the Product Portfolio, the terms of which are incorporated herein by reference (or, if not so designated in the Product Portfolio, in the Ordering Document):

- System License – Per Server
- System License – Per Document
- System License – Per Application

Definitions: In this LPT, the following terms that are initially capitalized shall have the meaning set forth below:

Application – means the Licensed Program, when such program is used for a specific business purpose as specifically identified in the Description of Application Form. The Application may include Licensee’s Modifications.

Description of Application Form – means a questionnaire completed by Licensee and accepted by DS, attached to the Quote describing name of the Application, its business purpose, intended End Users and such other information identifying the scope of the Application.

Document – means a single entry or record in the index generated and managed by the Licensed Program. A Document is any file created in electronic format such as a Microsoft Office document, webpage, paragraph in a webpage, an entry in a database, etc.

End User(s) – means the individuals that use the Application.

Licensee’s Modifications - means additions and/or modifications to the Licensed Program made by Licensee to create the Application as described herein.

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

Reference Server – means a server containing a maximum of 4 cores. If a server contains more cores, it counts as multiple Reference Servers. For example, a bi 8-core server (totaling 16 cores) counts as 4 Reference Servers. While defining the number of Reference Servers when Licensed Program is run in a virtual machine (VM), the number of cores dedicated to the virtual machines is used. The number of cores is always rounded up to a multiple of 4. For example, a 6-core virtual machine counts as 2 Reference Servers.

SDK – means a software development kit provided as part of the Licensed Program, allowing Users to manage and develop the Application. The SDK Licensed Program includes Application Programming Interfaces (APIs).

System License - Per Application - means a System License to use the Licensed Program exclusively for the specific Application described in the Description of Application Form.

System License - Per Server - means a System License to use the Licensed Program per Reference Server and exclusively for the specific Application described in the Description of Application Form.

System License - Per document - means a System License to use the Licensed Program for a limited number of Documents (as indicated in the name of the Licensed Program in the Product Portfolio) and exclusively for the specific Application described in the Description of Application Form.

This license is restricted as follows:

- Number of Documents as mentioned above and less than 2,500 End Users, or
- Number of Documents as mentioned above and less than 3 million Queries per month.

Redundancy Server – means a secondary server on which the Licensed Program is installed that contains replicated indexes continuously synchronized with the primary server on which the Licensed Program is installed.

Licenses of the Licensed Programs to which this LPT applies are granted for installation and use on Machines only in the country for which the license is ordered. Users and/or Named Users, if applicable, 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.

Licensee may not distribute or sublicense the Licensed Programs including without limitations by making the Licensed Program available as an application service provider. Licensee is not authorized to allow End Users to access and use the Application, except within the limitations specified herein and the scope specified in the Description of Application Form. Licensee is authorized to use Licensed Programs to create Licensee Modifications. Except as expressly permitted herein and in the Description of Application Form, Licensee may not (A) use the Licensed Programs to develop software code for general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element 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.

Redundancy and Pre-production Limitations: When the Licensed Program is installed or used for redundancy or for pre-production purpose, as reflected in the Description of Application Form, the following applies:

- In **Active Redundancy** mode (Search Front High Availability), the Redundancy Server can continuously receive Queries, whereas in **Passive Redundancy** mode (Search Front High Availability - Standby), the Redundancy Server can only receive Queries when the primary server is down.
- **Pre-production Environment** – In this mode, the server on which the Licensed Program is installed should be exclusively dedicated to development, testing and quality control of the Application and cannot be accessible to End Users.

SDK Limitations: The SDK and APIs included in the Licensed Program may be accessed and/or used only by Users exclusively for Licensee's internal management, development, test and support of the Application as permitted in the Documentation.

OTHER PERMITTED USES

USE OF THE APPLICATION.

Licensee shall have exclusive responsibility for (i) the Application and for taking adequate measures to properly test, operate and use the Application and (ii) End User's use of the Application. DS shall have no liability or responsibility for the Application (except as expressly set forth in the Agreement), End Users' use thereof as well as any damage that any party, including third parties, may bear in connection with the use of the Application. 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 breach of Licensee's responsibilities herein and/or Licensee's Modifications and/or the use of the Application.

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 LPT, Licensee agrees that it is responsible for ensuring that any use of the Licensed Programs by all Users and Extended Enterprise Users, as applicable, 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.

SECURITY MECHANISMS

DS and its affiliated companies take all legal steps to eliminate piracy of their software products. DS 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.

Trademarks

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