DASSAULT SYSTEMES

LICENSED PROGRAMS TERMS FOR EXALEAD® V6 Release R2015x

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 DS and Licensee ("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 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 LPT applies may be ordered according to one of the following pricing structures, as specified in the Product Portfolio, available at www.3ds.com/terms/product-portfolio

- PLC/ALC, or
- TBL/ALC, or
- YLC

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

GENERAL LICENSING SCHEMES

Each Licensed Program to which this LPT applies, regardless of the licensing scheme under which it is licensed, shall be used by the Licensee for one specific "Production Instance" as defined herein after.

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

The Licensed Programs to which this LPT applies are granted pursuant to the Agreement, and according to one or several of 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:

- ➢ Named User Based
- ➢ System License
- ➢ Token Based

System License:

For the purpose of and within the scope of this LPT, 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 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 licenses:

The Token Based definition as provided in the Glossary is further defined as follows. There are two different types of Token Based licenses, 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** means 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** means 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** means an unstructured document 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** means a business document, work product or commodity used in business operations by the Licensee.
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 to authorized Instance(s).

A **Query Call** means a single search for information using the Licensed Program.
An **End-User** is 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).

Applicable types of Query Calls and End-Users are defined hereinafter.

LICENSING SCHEMES FOR EXALEAD CLOUDVIEW:

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

- o Named User Based license (CloudView Find Users or CloudView Decide Users).
- o System License;
- o Token-Based license for Documents;
- o Token-Based license for Query Calls (CloudView Find Query Calls or CloudView Decide Query Calls)

A **CloudView 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.
A **CloudView 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.
A **CloudView 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.
A **CloudView 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.

CloudView Licensed Programs are eligible for Multiple Instances, as long as the cumulative total of Document tokens (i.e. available under "Token Based license for Document" scheme) of all Instances does not exceed 2,500,000 (two thousand five hundred) tokens.

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:

EXALEAD OneCall Licensed Programs are licensed under the following Licensing Schemes:
- o Named User Based.
- o System License

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

Authorized use of EXALEAD OneCall Licensed Programs is exclusively limited to a customer relationship application, for front-line customer service or sales representative usage in call centers, stores or points of sales, and sourcing data principally in one or several CRMs (customer relationship management systems) and secondarily in other customer data repositories. Use of EXALEAD OneCall Licensed Programs, in whole or in part for any other purpose or application is strictly prohibited*.*

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:

EXALEAD OnePart Licensed Programs are licensed under the following Licensing Schemes:
- o Named User Based.
- o System License

For 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. Corresponding number of delivered tokens (as described in the "Token Based license for Document" definition) is determined in the Product Portfolio. A Named User Based license of the corresponding Licensed Program is required in order to use the System License of such Licensed Program.

For all other System License based Licensed Programs, the maximum number of Named Users is 10 (ten). Moreover, the maximum number of Documents that can be imported into an Instance of EXALEAD OnePart Licensed Program is limited to (i) Business Items (as described in the "Token Based license for Document" definition) and (ii) 2,500,000 (two million five hundred thousand) tokens. For the "EXALEAD OnePart Starter Pack" (X1P-P) Licensed Program, the limitation is 6,000 (six thousand) tokens. Should Customer exceed such use, Customer 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 secondary in part-related textual or media documents. Use of EXALEAD OnePart Licensed Programs, in whole or in part, for any other purpose or application is strictly prohibited*.*

GEOGRAPHIC SCOPE

The Licensed Programs to which this LPT 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 provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

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.

OTHER PERMITTED USES

ACCESS BY END-USERS. 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 LPT, Licensee is authorized to allow End-Users to send Query Calls to authorized Instance(s). Except the limited authorized use explicitly granted under this LPT to the Licensee in relation to the End-Users, no other express or implied right or license is granted hereunder to End-Users.

Customer 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.

PRODUCTION AND NON-PRODUCTION INSTANCE
Upon request, the Customer can be granted twice the capacity of the purchased Production Instance(s) for the purpose of running Non-Production Instance(s). This additional capacity is counted and limited by two additional EXALEAD License Server(s), each of them having a capacity equivalent to the overall capacity of the Production Instance(s).

MULTIPLE INSTANCES
If so specified in the Product Specific Terms and upon Customers's request, Customer may install multiple "Production Instances". Usage limitations defined in the Agreement, including both the authorized use and authorized users, are always counted and limited by one centralized EXALEAD License Server tied to its hardware configuration (node-locked), and are split between all Instances.

REMOTE ACCESS. If so specified in the Product Portfolio, Users and/or Extended Enterprise Users may access and use the Licensed Program remotely via a computer network from any country (subject *inter alia* to the Export and Re-export laws and regulations provisions 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 LPT, 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 LPT, 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.

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.

Trademarks

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