

# DASSAULT SYSTEMES

## LICENSED PROGRAMS TERMS (LPT) FOR

### EXALEAD® V6 Release R2016x

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

## 1. PRICING STRUCTURES

Licenses and [Support Services](#) for the Licensed Programs to which this LPT applies are granted according to one of the following pricing structures mentioned in the related [Quote](#), as specified in the [Product Portfolio](#) if available.

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

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

## 2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

### 2.1. GENERAL RULES

The licenses for the Licensed Programs to which this LPT 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 LPT 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.

### 2.2. 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).

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.

**3. 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, 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 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, 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 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.

**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 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. 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 Consumer Users (6MP-U2C), subject to all terms and conditions of the Agreement and this LPT. 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. 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 up to two hundred percent (200 %) additional tokens 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 LPT and upon Licensee's request, Licensee may install multiple Production Instances.

#### 4. 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.

#### 5. ADDITIONAL DEFINITIONS

The following definitions are supplementary to the Glossary - Release 2, available at [www.3ds.com/terms/glossary](http://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).

**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 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.

## 6. TRADEMARKS

EXALEAD CloudView, EXALEAD OneCall, EXALEAD OnePart, 3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, 3DSWYM 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.

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