

LICENSED PROGRAMS TERMS FOR NETVIBES Release NV1R2013x

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 <u>Support Services</u> on the Licensed Programs to which this LPT applies may be ordered according to one of the following pricing structures, as specified in the <u>Product Portfolio</u>, available at <u>www.3ds.com/terms/product-portfolio</u>

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

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

LICENSING SCHEMES & 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 schemes (specifying the authorized use and authorized <u>Users</u>):

- Named User Based
- System License

Licenses of 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, <u>Users</u> and/or <u>Named Users</u> 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.

Named User Based licenses:

As specified in the Product Portfolio, Licensee can order licenses of the Licensed Programs for the following Named Users:

Subscriber Named User is a Named User that uses the Licensed Programs to view any dashboard, personalize it and view analytics (read-only). He cannot create dashboards or run new analytics.

Analyst Named User is a Named User that uses the Licensed Programs to view any dashboard, personalize it and create new analytics. He cannot create new dashboards.

Publisher Named User is a Named User that uses the Licensed Programs to create new dashboards (at least one Publisher license is required for each dashboard), manages User access permissions and publishes live updates to Users.

A Named User Based license for Licensed Programs requires a System License of the Licensed Programs to be executed.

Each license of the Licensed Programs must be assigned to a specific Named User for a minimum duration of thirty (30) days even if the user's use of the Licensed Programs is removed during this period.

SPECIFIC PERMITTED USES

USE OF CONTENT. DS exercises no control over, and assumes no responsibility or liability for any Licensee or third party content, selected, provided and/or published when using the Licensed Programs.

USE OF SEARCH ENGINE. The search engine component which is integrated in the Licensed Programs cannot be used separately from them, and can only be used to search for a limited number of Documents in third party and Licensee contents. Such limited number shall not exceed at any given moment 10,000,000 (ten million) Documents. A Document means an unstructured piece of data which is either a news feed, a blog article, or a post on a social network, and is extracted from contents accessible through third party and Licensee applications selected by Licensee.

OTHER PERMITTED USES

USE FOR CERTAIN SERVICES. Except for Development Tool Kits, 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 any event, 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.

REMOTE ACCESS. If so specified in the Product Portfolio, 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 provision of the general terms of the Agreement).

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 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, shall at all times be in compliance with the terms and conditions of the Agreement.

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

NETVIBES and the Dassault Systèmes logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the USA and/or other countries.

Company, Licensed Programs, products and services names may be trademarks or service marks of related companies.

