

DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR 3DEXPERIENCE R2015x LICENSED PROGRAMS

This OST (Offering Specific Terms) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between DS and Customer ("Agreement"), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the Licensed Programs to which this OST applies. Customer acknowledges that it has full knowledge of all the terms of this OST and those incorporated herein by reference.

1. PRICING STRUCTURES

Licenses and Support Services for the Licensed Programs to which this OST applies are granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST. Other pricing structures may be made available on a case by case basis.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1. GENERAL RULE

Licenses for the Licensed Programs to which this OST applies may be granted according to one of the following licensing schemes (specifying the authorized use), as specified in the Product Portfolio if available, and as determined in the applicable Transaction Document:

- Casual Named User Based
- Concurrent (or Floating) Based
- Named User Based
- System License
- Token Based

Licenses for the Licensed Programs to which this OST 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 DS Offering:

- shall solely be used together and as part of such DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such DS Offering has been marketed and granted to Customer by DS.

If a patent invention is implemented in the DS Offering for which a right to use or access is granted pursuant to the Agreement, DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such DS Offering.

2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

On-Premises Compute Services for the DS Offerings Structural Analysis Engineer, Steel Ship Structural Analysis Engineer, Stress Engineer and Fluid Dynamics Engineer:

The DS Offerings listed in the table below are licensed as Named User Based or Concurrent Based and include the solver compute services ("On-Premises Compute Services") as defined hereinafter.

A specific allowance ("Allowance") of solver On-Premises Compute Services is included with the Named User Based or Concurrent Based licenses for each of these DS Offerings as detailed in the table below. For the avoidance of doubt, for one these DS Offerings ordered under the Concurrent Based license scheme, the number of hours as stipulated below is shared between all the authorized users. Where a DS Offering provides an Allowance, the DS Offering can be run using either the Allowance or tokens, at the Customer's option under the Token Based licensing scheme if Customer has ordered tokens. The Allowance only permits one solver service and one physics results service per

DS Offering to run at the same time. If Customer wants to run additional On-Premises Compute Services at the same time, Customer may do so by ordering additional tokens. The smallest unit of consumption from the Allowance is one hour for each On-Premises Compute Service. Each authorized user gets an On-Premises Compute Services Allowance as specified in the table below for the first three (3) month period measured from the Effective Date, and for each subsequent three (3) month period if the license term is for a longer period. The Allowance limits access to solver On-Premises Compute Services to a specific number of hours per authorized user as mentioned in the table below. At the end of each three (3) month period, any unused hours from the Allowance expire and the authorized user gets a new Allowance for use in the next three (3) month period, if applicable, until the end of the license term. Customer shall promptly provide DS with usage reports when requested.

DS Offerings Name	Product Number	Maximum # of cores	On-Premises Compute Services Allowance [hours / 3 month period]
Structural Analysis Engineer	6NP-DRD 6CP-DRD	8	75
Steel Ship Structural Analysis Engineer	6NP-SSD 6CP-SSD	8	60
Stress Engineer	6NP-MDS 6CP-MDS	4	50
Fluid Dynamics Engineer	6NP-FMV 6CP-FMV	4	50

3. OTHER PERMITTED USES FOR DS OFFERINGS

USE FOR CERTAIN SERVICES. Except for Development Tool Kits, Customer 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 Customer of the Licensed Programs. In any event, Customer 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. 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 Customer's use of the Licensed Programs with third party end users.

4. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

The specific terms relating to the use of certain third party software components or products not developed by or for a DS Group Company and granted to Customer to be used in connection with or within a DS Offering are defined hereafter:

4.1 OPEN SOURCE SOFTWARE

The DS Offerings may include open source software components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation of the DS Offerings.

The following components are not distributed and licensed under the terms of the Agreement but under the terms of their original licenses set forth in the Documentation and/or notice files in the DS Offerings themselves. Source code for these components is available upon request.

Under the GNU LESSER GENERAL PUBLIC LICENSE version 2.1, available at <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>:

- jRegistryKey
- Hibernate
- Hibernate Commons Annotations
- JBoss Logging
- FFMpeg
- Libgsf
- TinyMCE

Under the GNU LESSER GENERAL PUBLIC LICENSE version 3, available at <http://www.gnu.org/licenses/lgpl-3.0.en.html>:

- JavaScript Hash
- jCIFS

Libpff

Under the MODELICA LICENSE 2, available at <https://www.modelica.org/licenses/ModelicaLicense2>:
Modelica Standard Libraries
Modelica.Utilities

Under the MOZILLA PUBLIC LICENSE version 1.1, available at <http://www.mozilla.org/MPL/1.1/>:
Gecko SDK
Javassist
Rhino
CKEditor

Under the ECLIPSE PUBLIC LICENSE version 1.0, available at <http://www.eclipse.org/legal/epl-v10.html>:
AspectJ
c3p0
Logback

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE version 1.0, available at <http://opensource.org/licenses/CDDL-1.0>:
Servlet-api
JavaMail API
Java Message Service
JBoss Transaction, with "classpath" exception to the GPL version 2
JSP Standard Tag Library
JAX-WS Reference Implementation
Jersey

Under the COMMON PUBLIC LICENSE version 1.0, available at <http://opensource.org/licenses/cpl1.0.php>:
Wsd4j

Except for components mentioned in the section "EXCLUSIONS" below, the warranty, indemnification and Support Services provided by DS under the Agreement apply to all such open source software components and shall be provided by DS and not by the original licensor, but only for the use of the DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the DS Offerings. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

4.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

Oracle

The following terms also apply if Customer is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the Licensed Programs.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle is a third party beneficiary of the Agreement.
4. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
5. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Oracle agreement.
6. Customer shall not assign the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or rent or lease the Oracle software.

Support for Oracle Software

Customer may not contact Oracle for support for Oracle software licensed through DS. Customer may not contact DS for support for Oracle software not licensed through DS.

Sencha components

Customer is not authorized to use Sencha components in any other application other than the one with which it is distributed.

4.3 EXCLUSIONS

The Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder: Sun Microsystems Java Development Kit (JDK) and Apache Tomcat from the Apache Foundation may be delivered for Customer's convenience along with some ENOVIA Licensed Programs but will not be maintained nor supported by DS through the Support Services.

5. DEFINITIONS

The following definitions are supplementary to the section "Definitions" of the Agreement.

Configuration or Package means a standard set of DS Offerings which are bundled together. The DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" in the DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

Extended Enterprise User means an employee of Customer's affiliate(s), supplier(s) and/or customer(s) authorized to use Customer's DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the DS Offering by any such Extended Enterprise User(s) 1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Customer, and 2) shall exclude any use by Extended Enterprise User (a) for its own account or a third party's account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Machine means a computer equipment on which a Licensed Program is executed (1) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Customer's premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer, in the same country.

Product Portfolio means a set of information related to the DS Offerings available at <http://www.3ds.com/terms/product-portfolio>.

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. For Academic Use of DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or research or (ii) any individual regularly enrolled as a *bona fide* student in Customer's academic program.

PRICING STRUCTURES

ALC means Annual License Charge which is a yearly charge. For the first year of each license of each DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a DS Offering entitles Customer to i) Support Services for the DS Offering for one (1) year and ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such DS Offering made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the DS Offering delivered to Customer. The applicable price for the ALC for any given year is the price of the previous year plus the last percentage of increase applicable to the license of a DS Offering in a given country, as published at <http://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the ALC according to the applicable price index since the date of the last price increase published by DS at <http://www.3ds.com/terms/price> for the related DS Offering.

PLC means Primary License Charge applicable to each license of a DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license.

QLC means the Quarterly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a DS Offering entitles Customer to i) a three (3) months license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such quarter, in lieu of the license(s) on the previous Release(s) of such DS Offering, and ii) Support Services for the DS Offering for such three months period. QLC is not automatically renewable.

TBL means Term Based License charge applicable to each license of a DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a DS Offering provides Customer with a license for a period as described in the Product Portfolio and in the Transaction Document (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license. "TBLx" is a TBL for a period of "x" years. As an example, "TBL2" is a TBL for a period of two (2) years. TBL is not automatically renewable.

YLC means the Yearly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a DS Offering entitles Customer to i) a one (1) year license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such year, in lieu of the license(s) on the previous Release(s) of such DS Offering, and ii) Support Services for the DS Offering for one (1) year. The applicable price for the YLC for any given year is the price of the previous year plus the last percentage of increase applicable to the use of a DS Offering in a given country, as published at <http://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the YLC according to the applicable price index since the date of the last price increase published by DS at <http://www.3ds.com/terms/price> for the related DS Offering.

LICENSING SCHEMES

Casual Named User Based means, when mentioned in a Transaction Document and with respect to a given DS Offering to which this OST applies, that the use of such DS Offering by a Named User shall not exceed forty (40) hours per calendar month unless otherwise stated in the Transaction Document and/or the Product Portfolio if available.

Concurrent (or Floating) Based. Use of a DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, as applicable.

Extended Enterprise Named User means an Extended Enterprise User identified with a unique username and password to use the DS Offering from a single machine at any given time

Named User means a User identified with a unique username and password to use the DS Offering from a single machine at any given time.

Named User Based. Use of a DS Offering in Named User Based mode is authorized for the maximum number of Named Users and/or Extended Enterprise Named Users, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer shall not use any automated program or "user agent" program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the DS Offering does not exceed the maximum number of rights granted to Customer for such DS Offering. Upon DS's request, Customer shall provide DS with a signed document listing (i) the number of Named Users and Extended Enterprise Named Users, as applicable, (ii) the type of use of the DS Offerings, and (iii) the locations and types of the systems on which DS Offerings operate or Customer has installed the DS Offering(s) as applicable. DS may provide Customer with one or more utilities, either included within the DS Offering(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Customer. In such case, Customer shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

System License means a right to use certain DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User's (or Extended Enterprise Named User's, as applicable) rights to use certain identified DS Offerings may be required in order to be granted a System License. If the name of the DS Offering includes a specific reference to "Departmental Site License", such DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.

Customer may be requested to order certain DS Offerings rights to use, to be granted a System License.

Token Based. Certain DS Offerings contain a token based network license management system that regulates authorized use of the DS Offering. Such system controls the type and number of computation jobs, interactive sessions and/or interface products that may be run simultaneously. The number of required tokens shall be determined, as described in the Product Portfolio, by the type of computation being performed and the number of computer processing units or cores used in running the computation job. In case of new or renewal of any DS Offering, the required number of tokens may be changed in the event of modifications to such DS Offering. The use of a Token Based DS Offering may be subject to additional or different terms and conditions described in the Product Portfolio. Tokens may be required in addition to any other licensing scheme pursuant to which the use of a DS Offering is granted.

6. TRADEMARKS

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 S.A. 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 S.A. or its subsidiaries trademarks is subject to their express written approval.

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