DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
EXALEAD® Release V6R2012x
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 RULES

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:

> ➤ Named User Based either for Find User, Publish User or Decide User
> ➤ Token Based for Document
> ➤ Token Based For Query Calls
> ➤ System License

Each Licensed Program shall be used by the Customer for one specific CloudView Instance only.
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.

2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

N/A

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.

ACCESS BY END-USERS. For certain Licensed Programs which are licensed under the Token Based license for Query Calls, as identified in the Product Portfolio, and subject to all terms and conditions of the Agreement and this OST, Customer is authorized to allow End-Users to send Query Calls to a CloudView Instance. Except the limited authorized use explicitly granted under this OST to the Customer 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 Customer's use of the Licensed Programs by and/or with End-Users.

PRODUCTION AND NON PRODUCTION INSTANCE. For each Production Instance, the Customer can be granted, upon request, the right to install up to two additional Non-Production Instances, as defined below.

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:
jCIFS
libgsf
Qt
TinyMCE

Under the GNU LESSER GENERAL PUBLIC LICENSE version 3:
Armadillo
Libpff
Reflections
Spnego
Javassist

Except for components mentioned in the section "EXCLUSIONS" below, the warranty 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 Stellent software ("Oracle Software"):
1. The Oracle software is provided under restricted license and shall be used only in conjunction with the DS offerings.
2. Oracle is a third party beneficiary of the Agreement.
3. 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 Agreement.
4. Customer shall not assign the licenses to the Oracle software or the Agreement insofar as it relates to the Oracle software or rent or lease the Oracle software.
5. Customer shall not require Oracle to perform any obligations or incur any liability. Specifically, Customer may not contact Oracle for support for Oracle products licensed through DS.

6. Customer may not contact DS for support for Oracle products not licensed through DS.

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.

4.3   EXCLUSIONS

The warranty and Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

None

5.   DEFINITIONS

The following definitions are added 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.

CloudView Instance means a virtual document storage built on top of one or more physical indexes ("Physical Indexes") sharing a common data model. CloudView Instance usage, including both indexed and accessed documents, is counted and limited by a centralized license server tied to its hardware configuration (node-locked).

Decide User means a Named User that uses the Licensed Program to make a decision based on a coherent presentation of information created using Exalead Build-In Analytics and linked to an identified business process.

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.

Environment means of a group of servers forming a single computational network through which a CloudView Instance is built and accessed. An Environment is constituted of one server acting as the coordinator and an unlimited number of slave servers, all dedicated to the creation, maintenance and search services of a single CloudView Instance.

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.

Find User means a Named User that uses the Licensed Program to locate a Document from a simple search form and to retrieve search results as a list of Document pointers with a short extract or summary and the associated navigation facets.

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.

Non-Production Instance means a CloudView Instance dedicated to development, testing, pre-production, quality assurance or backup, as opposed to a Production Instance.

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

Production Instance means a CloudView Instance used for the actual processing and/or throughput of data, including redundancy, as opposed to a Non-Production Instance.

Physical Index means a part of the indexed content. A Physical Index can be split over several servers in a given Environment.

Publish User means a Named User that uses the Licensed Program to get an exhaustive and coherent view of all information available on a topic, whatever the source and type of Documents and without having to open the Documents (360° view of a product, an item, etc.).

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 Licensed Program, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a Licensed Program entitles Customer to i) Support Services for the Licensed Program for one (1) year and ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such Licensed Program made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the Licensed Program 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 Licensed Program 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 Licensed Program.

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

TBL means Term Based License charge applicable to each license of a Licensed Program ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a Licensed Program 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 Licensed Program 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 charge for use of a DS Offering, subject to the conditions set forth in the Agreement. For Licensed Programs, YLC entitles Customer to i) a one (1) year license to use the Release of a Licensed Program 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 Licensed Program, and ii) Support Services for the Licensed Program for one (1) year. For Online Services, YLC entitles Customer to i) a one (1) year use of the Online Services and ii) Support Services for such Online Services for one (1) year. Customer is deemed to have accepted to renew any DS Offering for one (1) year and to pay YLC at the then applicable price, if Customer continues to use of such DS Offering(s) after the anniversary date of the DS Offering. 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.

QLC or **QRC** means the quarterly charge for use of a DS Offering, subject to the conditions set forth in the Agreement. For Licensed Programs, QLC or QRC entitles Customer to i) a three (3) months' license to use the Release of a Licensed Program 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 Licensed Program, and ii) Support Services for the Licensed Program for such three months period. For Online Services, QLC or QRC entitles Customer to i) a three (3) months' use of the Online Services and ii) Support Services for such Online Services for a three months period. QLC is not automatically renewable, unlike QRC. The applicable price for the QRC for any given quarter is the price of the previous quarter 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 QRC 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

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 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.

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.

Token Based license for Document: A Token Based license for Document grants Customer 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** is 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** is an unstructured document crawled from websites which do not belong to the Customer.
> *Example: an HTML web page, a PDF document crawled from websites not belonging to the Customer.*

> An **Internal Document** is an unstructured document that was created by the Customer.
> *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** is a business document, work product or commodity that is used in business operations.
> *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 Customer 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 (Find Query Calls or Publish Query Calls as defined below) to authorized CloudView Instance(s).

> An **End-User** is an individual (not necessarily a Customer's employee or agent) that may be authorized to use services provided by authorized CloudView Instance(s) if Customer has ordered the Token-Based Licenses for Find Query Calls or Publish Query Calls.

A **Query Call** is a single search for information using the Licensed Program.

A **Find Query Call** is a Query Call sent by an End-User to authorized CloudView 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 **Publish Query Call** is a Query Call sent by an End-User to authorized CloudView Instance(s) in order to retrieve all information available in the index on a topic for composing a coherent and exhaustive presentation without having the open the Document.

System License means a right to use certain DS Offerings for a specific CloudView instance. 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.

6. TRADEMARKS

EXALEAD, CLOUDVIEW, ENOVIA and the Dassault Systèmes logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the US and/or in other countries.

DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.