

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### NETVIBES Release NV1R2018

## ONLINE SERVICES

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 Online Services 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

The use of Online Services to which this OST applies is granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST, even though those pricing structures may not be applicable to the DS Offerings to which this OST applies. Other pricing structures may be made available on a case by case basis.

### 2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

#### 2.1. GENERAL RULES

Online Services 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 Subscriber User, Analyst User or Publisher User
- System License

Online Services to which this OST applies are granted for use by the Users (and Extended Enterprise Users, as applicable) only in the country for which the DS Offerings are ordered. However, subject to the availability of access to the Online Services in the countries specified in the Service Level Agreement (i) Users, whose usual workplace is located in the same country as the country where such use of the Online Services has been authorized, may use the Online Services 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 Online Services by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

Each Online Services Named-User Based must be assigned to a specific Named User or a specific Extended Enterprise Named User as applicable, for a minimum duration of thirty (30) days even if the user's access to the Online Services is removed during this period. Online Services authorize creation of dashboards which are administered by Customer. Online Services are provided for a maximum number of users of such dashboards, equal to the number of Named-Users and Extended Enterprise Named Users, as applicable, for which Customer has purchased rights to access such Online Services.

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

To execute certain DS Offerings ordered under a Named User Based licensing scheme, a System License of another DS Offering may be required.

### 3. OTHER PERMITTED USES FOR DS OFFERINGS

**USE FOR CERTAIN SERVICES.** Except for Development Tool Kits, Customer is authorized to use the Online Services 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 Online Services. In any event, Customer may not (1) use the Online Services 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) give any third party the access to the Online Services 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 and defend 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 Online Services with third party end users.

**USE OF SEARCH ENGINE.** The search engine component which is integrated in the DS Offerings cannot be used separately from them, and can only be used to search for a limited number of Documents in third party and Customer contents. Such limited number shall not exceed at any given moment one hundred million (100,000,000) Documents.

**USE OF NETVIBES PREMIUM DASHBOARD (6MP-NPD).** If the number of feeds aggregated in the dashboard exceeds at any given moment five thousand (5,000) feeds, the performance of the dashboard component which is integrated in the DS offering may be altered.

**USE OF NETVIBES PREMIUM DASHBOARD FOR PUBLIC ACCESS (6NP-NPA):** 6NP-NPA means a NETVIBES Premium Dashboard Online Services with a single Publisher User access, which can be viewed in read-only mode by a maximum of five hundred thousand (500,000) End-Users per calendar month. 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 and defend 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 DS Offerings by and/or with 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.

Moreover, some components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation of the DS Offerings themselves. Source code for these components is available upon request.

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:

##### Sencha Touch from Sencha

You are not authorized to use the Sencha Touch component in any application other than the DS Offering with which it is distributed.

#### 4.3 EXCLUSIONS

The warranty, indemnification 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 supplementary to the section "Definitions" of the Agreement.

**Analyst User** means a Named User or an Extended Enterprise Named User as applicable that uses these Online Services to view any dashboard, personalize it and create new analytics. He cannot create new dashboards.

**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.

**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 Customer applications selected by Customer.

**End-User** means an individual (not necessarily a Customer's User or Extended Enterprise User) that may be authorized to use services provided by Customer through NETVIBES PREMIUM DASHBOARD FOR PUBLIC ACCESS (6NP-NPA).

**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.

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

**Publisher User** means a Named User or an Extended Enterprise Named User as applicable that uses these Online Services to create new dashboards (at least one Publisher DS Offering is required for each dashboard), manages User access permissions and publishes live updates to Users.

**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).

**Subscriber User** means a Named User or an Extended Enterprise Named User as applicable that uses these Online Services to view any dashboard, personalize it and view analytics (read-only). He cannot create dashboards or run new analytics.

**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**

**ASC** means the Annual Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. For the first year of each right to use a DS Offering, ASC is due together with the PSC or TSC, as applicable. Provided Customer has paid PSC or TSC as applicable, payment of the ASC for a DS Offering entitles Customer to (i) use the DS Offering, (ii) Support Services for the Licensed Program(s) included in the DS Offering for one (1) year, including a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such Licensed Program(s) made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the Licensed Program(s) made available to Customer, and (iii) a one (1) year right to use and to receive Support Services for the elements of the DS Offering other than the Licensed Program(s) included in such DS Offering. Termination of ASC of a DS Offering ordered under a TSC/ASC pricing structure automatically terminates TSC. Termination of ASC of a DS Offering ordered under a PSC/ASC pricing structure shall result in suspension of the right to use the DS Offering. Online Services as stated in the SLA shall be deemed expired. Customer may reinstate the DS Offering ordered under a PSC/ASC pricing structure of a terminated ASC, provided Customer pays (i) ASC for one (1) year and (ii) ASC fees that would have been due in respect of the use of the DS Offering from the date of termination of ASC to the date of reinstatement of such DS Offering. Each year, the ASC renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period.

**PSC** means the Primary Service Charge applicable to each DS Offering ordered under the PSC/ASC pricing structure. The PSC is a one-time and non-refundable charge. Payment of the PSC for a DS Offering provides Customer with an access right to the Licensed Program(s) included in the DS Offering at any time subject to the conditions set forth in the Agreement. Customer may terminate its online access to a DS Offering at any time and, if such option is generally available to the market, opt instead to install on Machines and use the functionally equivalent Release of the Licensed Program(s) being used by Customer upon the termination date of the corresponding ASC, provided that Customer requests such change in writing prior to the termination date of the PSC and is not in breach of this Agreement. Any such use is perpetual and subject to the terms of this Agreement.

**QSC** means the Quarterly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QSC for a DS Offering entitles Customer to (i) a three (3) month right to use the DS Offering and (ii) Support Services for such DS Offering for three (3) months. Customer is deemed to have accepted to renew any DS Offering for three (3) months and to pay QSC at the then applicable price, if Customer continues to use such DS Offering(s) after the anniversary date of the DS Offering. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period.

**TSC** means the Term-based Service Charge applicable to each DS Offering ordered under the TSC/ASC pricing structure. "TSCx" is a TSC for a period of "x" years. As an example, "TSC3" is a TSC for a period of three (3) years. The TSC is a one-time and non-refundable charge. Payment of the TSC for a DS Offering provides Customer with an access right to the Licensed Program(s) included in the DS Offering for a period as described in the Product Portfolio and/or in the Transaction Document, subject to the conditions set forth in the Agreement. TSC is not automatically renewed. Customer may terminate its online access of a DS Offering at any time and, if such option is generally available to the market, opt instead to install on Machines and use the functionally equivalent Release of the Licensed Program(s) being used by Customer upon the termination date of the corresponding ASC, provided that Customer requests such change in writing prior to such termination date and is not in breach of this Agreement. Any such use shall be for the remaining duration of the TSC ordered by Customer and subject to the terms of this Agreement.

**YSC** means the Yearly Service Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YSC of a DS Offering entitles Customer to (i) a one (1) year right to use the DS Offering and (ii) Support Services for such DS Offering for one (1) year. Customer is deemed to have accepted to renew any DS Offering for one (1) year and to pay YSC at the then applicable price, if Customer continues to use such DS Offering(s) after the anniversary date of the DS Offering. The renewal price shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period against the price charged to Customer for the prior period.

## **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 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.** Use of a DS Offering granted in Token Based mode provides a right to use a determined number of tokens for the access duration to the DS Offering. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such DS Offering. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other DS Offerings.

## 6. TRADEMARKS

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

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

