DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
V5 Releases V5-6R2012, D5/E5-6R2012, V5R21 and D5/E5R21
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:

- ➤ Machine (or node-lock) Based
- ➤ Concurrent (or floating) Based
- ➤ Add-on Product
- ➤ System License

Except as otherwise provided for DS Offerings to which use on the Internet is allowed as specified below, 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.

Licensed Programs identified in the Documentation as being designed for use on the Internet may be used worldwide, over the Internet, as long as the License Server(s) on which the Licensed Programs are installed are located in the Designated Country.

2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

ADDITIONAL TERMS FOR SPECIFIC ENOVIA SmarTeam LICENSED PROGRAMS

a) The terms and conditions in this sub-section a) are applicable only to the Licensed Program ENOVIA SmarTeam Community Workspace Configuration:

Even if not mentioned in the Product Portfolio, Customer is authorized to give access to its licenses of such Licensed Programs to Extended Enterprise Users.

b) The terms and conditions in this sub-section (b) are applicable only to the Licensed Program ENOVIA SmarTeam Multi-site Administration Configuration and ENOVIA SmarTeam Multi-site Vault Administration Configuration:

As identified in the Documentation, these Configurations may be accessed and used by Users in different physical locations and in countries

additional to the Designated Country.

ADDITIONAL TERMS FOR SPECIFIC DELMIA V5 LICENSED PROGRAMS

Identified User(s) means the User(s) who are appointed by Customer to use the Licensed Programs. The list of the Identified Users shall not be modified without DS's prior written approval.

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; or Identified Users if and as per indicated in the name of the Licensed Program) 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.

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.

Except for components mentioned in 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:

ENOVIA

Autonomy
Licenses of Autonomy software granted through DS may only be used for Customer's internal business purposes to index and search content that is created and managed by the DS Offerings.

Endeca
Licenses to Endeca software granted through from DS may only be used for Customer's internal business purposes to index and search content that is created and managed by the DS Offerings.

Business Objects

In addition to all other terms and conditions applicable to the DS Offerings, the following terms apply if Customer is granted the Business Objects Crystal Enterprise/Crystal Reports Professional software ("Business Objects Software"):

1. The Business Objects Software may only be used with the DS Offerings under the ENOVIA Brand (except for ENOVIA VPLM and ENOVIA SmarTeam DS Offerings), with data access limited to data created or used by the ENOVIA DS Offering.

2. "Deployment" means a single installation of one of the following Business Objects Software modules: Repository, Security Domain, Central Management Server ("CMS") or CMS Cluster.

3. Customer may not combine licenses for different editions of Business Objects Enterprise or Crystal Enterprise in a single Deployment (for example, premium licenses may not be combined with professional licenses in the same Deployment). Customer may use Business Objects Enterprise Professional and Crystal Enterprise Professional to publish and distribute only one of Business Objects' proprietary report format types (Crystal Reports, OLAP Intelligence/Crystal Analysis, WebIntelligence or Business Objects). If Customer wishes to publish and distribute more than one report format type, Customer will need to obtain licenses Business Objects Enterprise Premium or Crystal Enterprise Premium. Notwithstanding the foregoing, if Customer migrates from a combined Business Objects and WebIntelligence Deployment to Business Objects Enterprise Professional, Customer may use both Business Objects and WebIntelligence report types in that Deployment.

4. When the Business Objects Software is licensed on a Processor basis, the aggregate number of central processing units ("Processors") running any Business Objects Software components(s) (except the Web Connector, SDK, Report Publishing Wizard and report viewers) may not exceed the number of Processors licensed. A multi-core chip Processor with N processor cores shall be counted as N Processors.

5. When the Business Objects Software is licensed on a concurrent access ("Concurrent Access") basis, the aggregate number of Users accessing the Business Objects Software at any one time may not exceed the number of concurrent licenses Customer has obtained. Concurrent licenses are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, Customer may not utilize a program or system to cache or queue report requests.

6. The Crystal Reports report design application and utilities installed by the Crystal Reports setup program ("Designer Tools") are licensed on a Named User basis. Each copy of Crystal Reports Professional and Crystal Reports Developer includes one Named User license of the Designer Tools.

7. Customer shall not: (i) use the Business Objects Software to develop a product which is competitive with any product offerings of Business Objects; (ii) use the Business Objects Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Business Objects; (iii) use unauthorized keycodes to access additional Business Objects Software functionality or performance; (iv) use unauthorized keycode(s) or distribute or publish keycode(s); (v) disclose any Business Objects Software benchmark results to any third party without the prior written approval of Business Objects.

8. Customer shall abide by the terms of the Business Objects end user license which is part of the installation process, including any country unique terms.

9. Business Objects and/or its suppliers reserve all rights not expressly granted to Customer. Business Objects' suppliers are the intended third party beneficiaries of the Agreement between Customer and DS and have the express right to rely upon and directly enforce the terms set forth herein.

Oracle

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

1. The Oracle software licenses shall be used only in conjunction with the DS Offerings.

2. Customer shall not publish the results of any benchmark tests run on the Oracle software.

3. Customer shall comply with all applicable export and import laws to assure that the Oracle software and any direct product thereof, are not exported in violation of applicable laws.

4. Oracle is a third party beneficiary of the Agreement.

5. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.

6. 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.

7. 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.

The ENOVIA SmarTeam DS Offerings contains a database engine software component (the "Oracle Component") used under license from Oracle Software Systems Israel. In addition to the terms set forth above regarding Oracle Software, the following terms apply if Customer is granted licenses of Oracle Component in conjunction with ENOVIA SmarTeam DS Offerings: Customer acknowledges that the Oracle Component is not specifically developed or sublicensed for use in any nuclear, mass transit, aviation or medical application or in any other inherently dangerous applications. Customers further acknowledge, that Oracle shall not be liable for any claims or damages arising from such use if they use it for such applications, and to indemnify and hold Oracle and/or DS and any of their officers, directors and employees harmless from any claims for losses, costs, damages or liability arising out of or in connection with the use of the Oracle Component in such applications. Customer shall not transfer or duplicate the Oracle Components licensed with the ENOVIA SmarTeam DS Offerings except for temporary transfer in the event of computer malfunctions and a single backup or archival copy.

<u>Support for Oracle Software</u>

Customer may not contact Oracle for <u>support</u> for Oracle software licensed through DS. Customer may not contact DS for support for Oracle software not licensed through DS.

4.3 <u>EXCLUSIONS</u>

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

None

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.

Designated Country means the country where the Designated Machine is located as identified in the Transaction Document.

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.

License Server means the Machine for which license keys are authenticated, and from which tokens shall be available to other Machines, if applicable.

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.

<u>PRICING STRUCTURES</u>

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

Add-on. When the use of a DS Offering is granted as an Add-on, such Add-on has to be used as bundled with another Configuration or Concurrent Based DS Offering. The Add-on shall not be operated separately.

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.

Machine (or **node-lock**) **Based**. Use of a DS Offering in Machine Based mode is authorized on the number of Machines for which the DS Offering has been ordered.

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.

6. TRADEMARKS

CATIA, ENOVIA, DELMIA, SmarTeam, SIMULIA 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.