

DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR DYMOLA® Release 2014 FD01 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:

- Concurrent (or Floating) Based
- Machine (or node-lock) 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.

2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

As an exception to the Agreement, as long as the corresponding license for the Licensed Programs is valid, DS grants Customer a non-exclusive, non transferable license to prepare Derivative Works of the Value Added Technology only. Customer may distribute such Derivative Works of the Value Added Technology to third parties exclusively in Object Code form. In addition, Customer is granted the right to modify, copy, and distribute those parts of the Value Added Technology expressly marked as "sample code," if applicable. However, Customer shall not use, and shall not permit any third party to use, any form or part of the Value Added Technology (including without limitation, such as included in a Source Code Output File, a Binary Output File and/or Obfuscated Source Code) to develop a software program competing or intended to compete directly or indirectly with the Licensed Programs to which this OST applies, for whatever purpose.

For the avoidance of doubt and without prejudice to the Agreement, distribution of any element of the Value Added Technology in whatever form (whether "as is" or included in a Derivative Work, Customer Model, Customer Application or Binary Output File, and/or "sample code"), as authorized pursuant hereto remains subject to the export and re-export laws and regulations provisions of the Agreement.

In addition, Customer shall indemnify, defend, and hold harmless DS against any claim, expense, cost (including reasonable attorneys' fees), judgment, damage, or loss of any kind arising out of or in any way relating to, such distribution and/or any third party's access to or use of such Value Added Technology in whatever form.

Notwithstanding any term or condition of the Agreement, DS shall have no obligation whatsoever to defend, hold harmless or indemnify Customer against any claim arising out of or in any way relating to the distribution or redistribution, directly or indirectly, including as part of any services, of the Value Added Technology in whatever form (including, without limitation, such as included in a Customer Model, a Binary Output File or a Customer Application).

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.

Additional terms applicable to Source Code Generation Option

As long as the Source Code Generation Option license is valid, DS grants Customer a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Customer's needs and bug fixing of Source Code Output File) the Value Added Technology strictly as integrated in the Source Code Output File in order to enable Users to operate the Output File exclusively for Customer's internal use. In addition, and as long as the license on the Source Code Generation Option is valid, DS grants Customer a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology in order to enable such third parties to operate the Source Code Output File exclusively for such third parties' internal use.

Additional terms applicable to Binary Model Export Option

As long as the Binary Model Export Option license is valid, DS grants Customer a non-exclusive, non-transferable license to use and reproduce the Value Added Technology strictly as integrated in the Binary Output File in order to enable Users to operate the Binary Output File exclusively for Customer's internal use. DS grants Customer a non-exclusive, non-transferable, license to distribute on a worldwide basis to any third parties the Value Added Technology exclusively as integrated in the Binary Output File in order to enable such third parties to operate the Binary Output File exclusively for such third parties' internal use.

Additional terms applicable to Real Time Simulation Option

As long as the Real Time Simulation Option license is valid, DS grants Customer a non-exclusive, non transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Customer's needs and bug fixing of the Obfuscated Source Code) the Value Added Technology strictly as integrated in the Obfuscated Source Code in order to enable Users to operate the Obfuscated Source Code exclusively for Customer's internal use. In addition, and as long as the license on the Real Time Simulation Option is valid, DS grants Customer a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology integrated in the Obfuscated Source Code exclusively as embedded in a Customer Application for such third parties' internal use.

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 Modelica License 2:
Modelica Standard Library

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:

NONE

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 added to the section "Definitions" of the Agreement.

Binary Model Export Option means an option of the Licensed Program that will allow Customer to generate Binary Output Files.

Binary Output File means output generated by the Binary Model Export Option in the form of an application which may operate independently from any other application and based on the Customer Model. A Binary Output File (i) contains Value Added Technology and (ii) has a structure dictated by Value Added Technology integrated in the Licensed Program.

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.

Customer Application means a software program in Object Code format that Customer has created and which integrates, in whole or in part, Value Added Technology, a Source Code Output File and/or a Binary Output File.

Customer Model means the model used as input in the Licensed Program and whose purpose is to model, simulate and/or control systems.

Derivative Work means work that Customer has derived from a Licensed Program including Value Added Technology (including without limitation by incorporating, translating, or modifying, in whole or in part, any such Licensed Program), and which, if made without DS's authorization, would constitute copyright infringement. For the avoidance of doubt, (i) a library incorporating in whole or in part one or more libraries provided with a Licensed Program shall be considered as a Derivative Work of said one or more libraries but (ii) a Customer Model merely referencing Value Added Technology is not considered as a Derivative Work.

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.

Modelica Library means a model library of reusable component(s) for the modeling of physical and/or technical system(s) largely but not exclusively written in any version of the Modelica language i.e. the language as defined by the language specification of the Modelica Association.

Obfuscated Source Code means a version of the Source Code generated by the Real Time Simulation Option preventing usual viewing and understanding by a qualified programmer of the said Source Code.

Object Code means computer-programming code, substantially or entirely in binary form, which is directly executable by a computer.

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

Real Time Simulation Option means an option of the Licensed Program that will allow Customer to generate Obfuscated Source Code for the primary purpose of real-time simulation.

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).

Source Code means computer-programming code and related comment(s) and procedural and/or declarative code, which is not directly executable by a computer and may be printed out or displayed in a readable form and understandable by a qualified programmer. Source Code also includes header files and other human-readable files necessary for a Customer Application to be compiled.

Source Code Generation Option means an option of the Licensed Program that will allow the Customer to process the Customer Model through value added processing and to generate a Source Code Output File based on said Customer Model.

Source Code Output File means output generated in the form of Source Code by the Source Code Generation option and based on the Customer Model. A Source Code Output File (i) contains Value Added Technology and (ii) has a structure dictated by the Value Added Technology integrated in the Licensed Program.

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.

Value Added Technology means any portion or file of the Licensed Program, in any form or format that may be provided therewith, or any method used during the processing of the Customer Model by the Licensed Program, which is integrated in the Source Code Output File, the Binary Output File and/or the Customer Application. Without limitation, libraries (including Modelica Libraries and their templates) of DS or its licensors and know-how or trade secrets of DS included in the Licensed Program shall be deemed Value Added Technology. For purpose of clarity, the method used by the Licensed Program to handle equations during Source Code Output File and Binary Output File generation shall be deemed to be DS's knowhow and trade-secret.

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

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.

6. TRADEMARKS

DYMOLA, 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.