

DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR EXALEAD® CLOUDVIEW® Release 5.1 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:

- System License (Per Server)
- System License (Per Document)
- System License (Per Application)

Licenses of the Licensed Programs to which this OST applies are granted for installation and use on Machines only in the country for which the license is ordered. Users and/or Named Users, if applicable, whose usual workplace is located in the same country as the country where such use of the Licensed Program has been authorized, may use the Licensed Program in any other country (subject inter alia to the Export and Re-export laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

Customer may not distribute or sublicense the Licensed Programs including without limitations by making the Licensed Program available as an application service provider. Customer is not authorized to allow End Users to access and use the Application, except within the limitations specified herein and the scope specified in the Description of Application Form. Customer is authorized to use Licensed Programs to create Customer Modifications. Except as expressly permitted herein and in the Description of Application Form, Customer may not (A) use the Licensed Programs to develop software code for general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element or (B) install and/or operate the Licensed Programs on any hardware and/or software environment owned by or under control of any third party, or (C) represent or imply to any party that it is an authorized or certified provider of services for DS.

Redundancy and Pre-production Limitations: When the Licensed Program is installed or used for redundancy or for pre-production purpose, as reflected in the Description of Application Form, the following applies:

- In **Active Redundancy** mode (Search Front High Availability), the Redundancy Server can continuously receive Queries, whereas in **Passive Redundancy** mode (Search Front High Availability - Standby), the Redundancy Server can only receive Queries when the primary server is down.
- **Pre-production Environment** – In this mode, the server on which the Licensed Program is installed should be exclusively dedicated to development, testing and quality control of the Application and cannot be accessible to End Users.

SDK Limitations: The SDK and APIs included in the Licensed Program may be accessed and/or used only by Users exclusively for Customer's internal management, development, test and support of the Application as permitted in the Documentation.

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.

USE OF THE APPLICATION. Customer shall have exclusive responsibility for (i) the Application and for taking adequate measures to properly test, operate and use the Application and (ii) End User's use of the Application. DS shall have no liability or responsibility for the Application (except as expressly set forth in the Agreement), End Users' use thereof as well as any damage that any party, including third parties, may bear in connection with the use of the Application. 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 breach of Customer's responsibilities herein and/or Customer's Modifications and/or the use of the Application.

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:

Glib
jCIFS
libgsf

Under the GNU LESSER GENERAL PUBLIC LICENSE version 3:

Armadillo
Libpff
Reflections

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.

Application means the Licensed Program, when such program is used for a specific business purpose as specifically identified in the Description of Application Form. The Application may include Customer's Modifications.

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's Modifications means additions and/or modifications to the Licensed Program made by Customer to create the Application as described herein.

Description of Application Form means a questionnaire completed by Customer and accepted by DS, attached to the Transaction Document describing name of the Application, its business purpose, intended End Users and such other information identifying the scope of the Application.

Document means a single entry or record in the index generated and managed by the Licensed Program. A Document is any file created in electronic format such as a Microsoft Office document, webpage, paragraph in a webpage, an entry in a database, etc.

End User(s) means the individuals that use the Application.

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>.

Query means a single search for information using the Licensed Program.

Redundancy Server means a secondary server on which the Licensed Program is installed that contains replicated indexes continuously synchronized with the primary server on which the Licensed Program is installed.

Reference Server means a server containing a maximum of 4 cores. If a server contains more cores, it counts as multiple Reference Servers. For example, a bi 8-core server (totaling 16 cores) counts as 4 Reference Servers. While defining the number of Reference Servers when Licensed Program is run in a virtual machine (VM), the number of cores dedicated to the virtual machines is used. The number of cores is always rounded up to a multiple of 4. For example, a 6-core virtual machine counts as 2 Reference Servers.

Remote Access means, if so specified in the Product Portfolio, 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).

SDK means a software development kit provided as part of the Licensed Program, allowing Users to manage and develop the Application. The SDK Licensed Program includes Application Programming Interfaces (APIs).

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

System License - Per Application means a License to use the Licensed Program exclusively for the specific Application described in the Description of Application Form.

System License - Per Server means a License to use the Licensed Program per Reference Server and exclusively for the specific Application described in the Description of Application Form.

System License - Per document means a License to use the Licensed Program for a limited number of Documents (as indicated in the name of the Licensed Program in the Product Portfolio) and exclusively for the specific Application described in the Description of Application Form.

This license is restricted as follows:

- Number of Documents as mentioned above and less than 2,500 End Users, or
- Number of Documents as mentioned above and less than 3 million Queries per month.

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.