

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### V6 Releases V6R2012x, V6R2012, and V6R2011x

## 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
- Named User Based
- Token Based
- System License

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.

#### 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 3, available at <http://www.gnu.org/licenses/lgpl-3.0.en.html>:

- JavaScript Hash
- openVRML
- sgl and sgldb
- Wild Magic 3.x
- lib3DS
- Extended Message boxes
- jCIFS

Under the MODELICA LICENSE 2, available at <https://www.modelica.org/licenses/ModelicaLicense2>:

- Modelica Standard Library

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:

###### 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 of Endeca 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.

###### 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 of 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 of 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.

#### 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:

#### **ENOVIA**

Sun Microsystems Java Development Kit (JDK) and Apache Tomcat from the Apache Foundation may be delivered for Customer's convenience along with some ENOVIA V6 DS Offerings but will not be maintained nor supported by DS through the Support Services.

### **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.

**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.

**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.

## **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**

**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.

**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.

**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.

**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.

**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.

## 6. TRADEMARKS

CATIA, ENOVIA, DELMIA, SIMULIA, 3D VIA, 3DSwYm, and the Dassault Systèmes logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the US and/or in other countries.

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